



District Department of the Environment
Lead and Healthy Housing Division
1200 First Street, N.E., Fifth Floor
Washington, DC 20002

**NOTICE OF VIOLATION
and
ORDER TO ELIMINATE LEAD-BASED PAINT HAZARD(S)**

Owner name: E. Martinez Yarmouth MGMT CO

Owner address: 309 7th Street, SE WDC 20003

A District Department of the Environment (DDOE) Risk Assessor, Terrence Henry Jr., conducted a lead-based paint Risk Assessment at the property located at 1377 Potomac Avenue, SE Washington, DC 20003 on May 31, 2013. The risk assessment was initiated in response to concerns regarding the potential presence of lead-based paint hazards and unsafe work practices.

DDOE has identified lead-based paint hazards at this property. You are charged with violating the Lead-Hazard Prevention and Elimination Act of 2008, D.C. Law 17-381, effective March 31, 2009, as amended by the Lead-Hazard Prevention and Elimination Amendment Act of 2010, D.C. Law 18-348, effective March 31, 2011 ("Act") D.C. Official Code § 8-231.01 *et seq.* The Act requires all dwelling units, child-occupied facilities, and common areas of multifamily properties, constructed prior to 1978, to be maintained free of lead-based paint hazards.

Under § 2 of the Act, a "lead-based paint hazard" is defined as "any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment."

YOU ARE ORDERED TO ELIMINATE ALL LEAD-BASED PAINT HAZARDS ON YOUR PROPERTY BY TAKING the hazard elimination measures identified below, within 30 days of the date of service of this Notice. You must eliminate the hazard(s), either by using interim controls if permitted by DDOE below, or by performing lead-based paint hazard abatement:



USING A DC-CERTIFIED LEAD ABATEMENT PROFESSIONAL to permanently eliminate the identified lead-based paint hazard(s).

The following identified hazards require the use of abatement methods and require a DDOE lead abatement permit:

Room	Component
Basement	walls
Basement	floor
Basement	basin/sink
Basement	doors
Stair 2	tread
Stair 2	rail
Stair 2	door (c)
Stair 2	doorjamb (c)
Den	doorjamb
Den	window wells (paint chips)
Den	baseboards
Kitchen	baseboards
Kitchen	door cases
Dining rm.	walls

Living rm.	wall
Living rm.	window jamb/well
Room 1	window wells
Room 1	window jamb
Porch	ceiling
Porch	trim

AND

HEPA-VACUUM ALL LEAD DUST AND WORK AREAS

WHETHER USING INTERIM CONTROLS OR ABATEMENT TO ELIMINATE THE HAZARD(S), YOU MUST OBTAIN AND SUBMIT TO DDOE A CLEARANCE REPORT from a DC-certified lead risk assessor, who must verify that all lead-based paint hazards identified in the Risk Assessment Report were eliminated, along with any identified underlying conditions contributing to paint failure, and who must also specifically confirm that no lead-contaminated dust remains in any work area.

If it is necessary to engage in any abatement activity, **you must first obtain an abatement permit from DDOE.**

For your immediate reference we are providing the attached list of District of Columbia certified lead inspectors, risk assessors and lead abatement contractors. Anyone you hire must also have a current D.C. Business License issued by the Department of Consumer and Regulatory Affairs, as required by D.C. Official Code § 47-2851. For further information about obtaining this license, contact DCRA at (202) 442-2311.

The owner of the above-referenced property is responsible for eliminating each identified lead-based paint hazard at the premises in a timely manner and in accordance with pertinent legal requirements, including:

- the use of lead-safe work practices;
- the potential need for a lead abatement permit; and
- the submittal of a clearance report to DDOE after all work has been completed.

In order for a District of Columbia certified contractor to develop a Scope Of Work that appropriately addresses each identified lead-based paint hazard, the owner *must* give the contractor a copy of this "Notice and Order." **It is the responsibility of the owner** to ensure that all lead-based paint hazards are appropriately addressed and to ensure that DDOE is provided with a clearance report confirming that all identified hazards have been appropriately addressed. Only receipt of a clearance report closes this case for DDOE.

FINANCIAL ASSISTANCE

Financial assistance to eliminate lead-based paint hazards may be available from the D.C. Department of Housing and Community Development ("DHCD"). To find out whether your project qualifies for such assistance, please contact DHCD's Lead Safe Washington Program, at (202) 442-7279.

DEADLINE FOR COMPLIANCE

You must comply with this Order within thirty (30) days of service of this Notice. You may request an extension of this deadline, but an extension will not be granted unless you demonstrate that you have been proceeding in good faith to correct the violations and there is a reasonable explanation for the delay. Extensions may be denied if you wait until the end of the (30) day period to begin to comply with this order.

No individual extension may exceed thirty (30) days, but thirty (30) day extensions may be renewed at the discretion of DDOE. A request for an extension must be submitted in writing to the DDOE Lead and Healthy Housing Division 1200 First Street, NE / 5th Floor, Washington, DC 20002 prior to the expiration of the time set for compliance of this Notice. Please contact the Inspector listed on the bottom of this form at the Lead and Healthy Housing Division to process an extension request.

CONSEQUENCES IF YOU DO NOT COMPLY WITH THIS ORDER

Failure to correct violation(s) by the relevant deadline may subject you to any or all of the penalties below:

Civil Penalties

Not to exceed \$25,000 for each day of each offense. Each day is a separate offense. D.C. Code § 8-231.15 (2011)

Criminal Penalties

Not to exceed \$25,000 in fines for each day of violation and up to a year imprisonment D.C. Code § 8-231.16 (2011)

APPEALS

You may appeal the issuance of any part of this Notice of Violation by filing an appeal within fifteen (15) calendar days of service of this Notice, excluding Saturdays, Sundays and holidays. Your appeal should be directed to the Office of Administrative Hearings, One Judiciary Square, 441 4th Street, NW, Washington, DC 20001.

Terrence Henry Jr.

Inspector's Printed Name



Inspector's Signature

202-654-6003

Telephone No.

6/6/2013

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA

District Department of the Environment

Lead and Healthy Housing Division
Compliance & Enforcement Branch



June 6, 2013

To:

E. Martinez Yarmouth MGMT CO
309 7th Street, SE
Washington, DC 20003

Invoice for Reimbursement of Risk Assessment Costs

A District Department of the Environment (DDOE) risk assessor conducted a risk assessment for lead-based paint hazards at the property located at **1377 Potomac Avenue, SE Washington, DC 20003**, on **May 31, 2013**. As a result of this risk assessment, a lead-based paint hazard was identified, and an Order to Eliminate Lead-Based Paint Hazards was issued to the property owner on **June 6, 2013**.

Pursuant to D.C. Official Code Section 8-231.03(d)(1)(E), property owners are required by law to reimburse the District for costs associated with conducting the risk assessment. The costs associated with this risk assessment total **\$200.00**.

Accordingly, please send a check or money order payable to "DC Treasurer" in the amount of **\$200.00** to this office, at the address below, within 30 days of the issue date of this invoice. Include on the check or money order the property address where the DDOE risk assessment occurred.

Notice: If you do not pay this invoice within the indicated timeframe, additional fines, fees, or penalties may be imposed.

Payments are to be mailed to the following address:

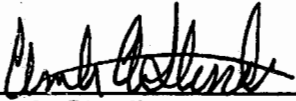
District Department of the Environment
1200 First Street, NE / 5th Floor
Washington, DC 20002
Attn: Lead and Healthy Housing Division

Itemized Expenses for Risk Assessment Reimbursement

Risk Assessment	\$100.00
Travel	\$25.00
Lab Samples	\$50.00
Report	\$25.00

Total Costs to be Reimbursed \$200.00

Call 202-535-1934 with any questions.



Amber A. Sturdivant
Branch Chief, Compliance and Enforcement Branch

**DISTRICT OF COLUMBIA COMPLIANCE AND ENFORCEMENT BRANCH
VISUAL SURVEY REPORT**

ward (6)

Date: 5/31/2013

Address: 1377 Potomac Avenue, SE WDC 20003

Visual Conducted by: T. Henry (DC12-2980)

Place a check mark (✓) if the problem appears in the room. Use (p) for "extremely poor conditions"

PROBLEM	Room or Area													
	Exterior	Porch	Com. Hall	Foyer	Liv. Rm.	Din. Rm.	Kitchen	Child Rm	Bedroom	Bedroom	Bedroom	Bathroom	Basement	Deck
Walls					✓	✓							✓	
Window/sills/case					✓									
Door/jamb/case/trim							✓						✓	✓
Trim/Baseboard		✓					✓							✓
Worn-out Carpet														
Floor													✓	
Gutter/Downspout														
Radiator														
Threshold														
Ceiling/skylight (case)		✓												
Rail/Newel post/baluster														✓
Tread/Stringer/riser														✓
Column/cap														
Transom/case														
Tub/pipes														
Soffit/fascia board														
Upper trim/dormer														
cabinets														
dust														
Signs of water damage														

Property Owner information-E Martinez Yarmouth MGMT CO-309 7th Street, SE WDC 20003
Res/apts/2sto/1919

**DISTRICT OF COLUMBIA COMPLIANCE AND ENFORCEMENT BRANCH
VISUAL SURVEY REPORT**

Building Component	Location/Side	Paint Condition (intact, fair, poor)	Deterioration due to friction or impact	Deterioration due to moisture
Bldg siding				
Exterior trim				
Exterior window				
Exterior doors				
Railings				
Porch floors				
Porch surfaces				
Interior doors				
Interior windows				
Interior floors				
Interior trim				
Stairways				
Radiator				
Kitchen cabinets				
Bath cabinets				

Handwritten notes on the table:
 All components (written across the middle)
 except (written near exterior doors)
 carpet (written near exterior doors)
 of floor (written near interior floors)
 of (written near interior floors)
 of (written near interior floors)

Building Condition Form

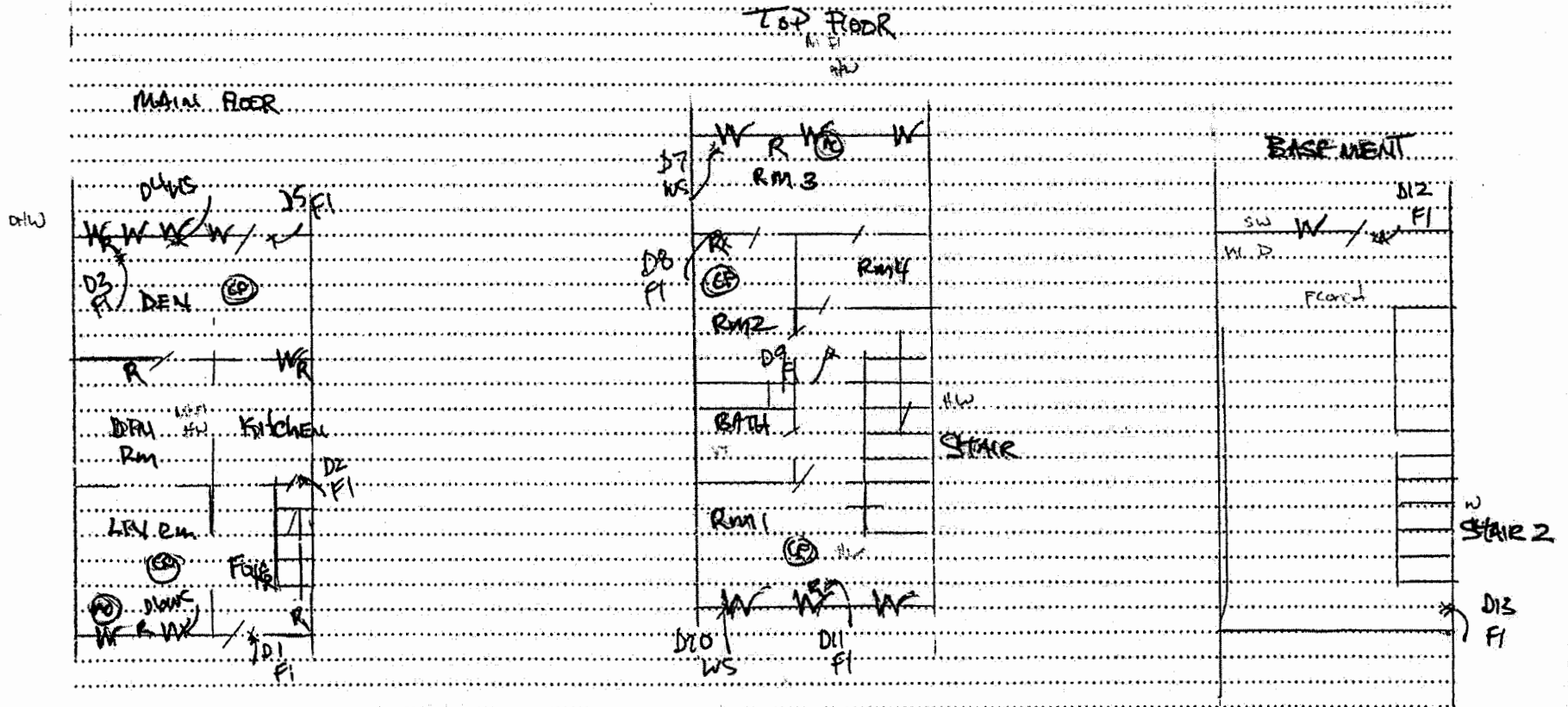
Condition	Yes	No
Roof missing parts		
Roof has holes or large cracks		
Gutters/downspouts broken		
Chimney masonry cracked, bricks loose or missing		
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing or painting		
Exterior siding has missing boards or shingles		
Water stains on interior walls/ceilings		
Plaster/Drywalls or ceiling deteriorated		
Two or more windows or doors broken, missing, or boarded up		
Porch or steps have major elements broken, missing or boarded up		
Foundation has major cracks, missing material, structural lens or visible unsound		

NOTES-

District Department of the Environment
Environmental Services Administration
Lead and Healthy Housing Division

Site: 1377 Potomac Avenue, SE WDC 20003
Date: 5/31/2013

Inspector: DC12-2980
Case: Complaint



NOT DRAWN TO SCALE

C
B D
A

D14 Back

May 10

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

http://www.emsl.com

cinnaminsonleadlab@emsl.com

EMSL Order: 201305364

CustomerID: DDEV25

CustomerPO: 458973

ProjectID:

Attn: **Terrence Henry, Jr.**
District Department of the Environment
1200 1st Street NE, 5th Floor
Washington, DC 20002

Phone: (202) 478-2441

Fax:

Received: 06/03/13 9:50 AM

Collected: 5/31/2013

Project: 1377 Potomac Avenue, SE WDC 20003

Test Report: Lead in Dust by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Area Sampled	Lead Concentration
1	0001	5/31/2013	6/4/2013	144 in ²	<10 µg/ft ²
Site: Foyer (FI)					
2	0002	5/31/2013	6/4/2013	144 in ²	48 µg/ft ²
Site: Kitchen (FI)					
3	0003	5/31/2013	6/4/2013	144 in ²	18 µg/ft ²
Site: Den (FI)					
4	0004	5/31/2013	6/4/2013	36 in ²	320 µg/ft ²
Site: Den (WS)					
5	0005	5/31/2013	6/4/2013	144 in ²	88 µg/ft ²
Site: Den (FI)					
6	0006	5/31/2013	6/4/2013	36 in ²	12000 µg/ft ²
Site: Living Rm (WS)					
7	0007	5/31/2013	6/4/2013	36 in ²	86 µg/ft ²
Site: Room 3 (WS)					
8	0008	5/31/2013	6/4/2013	144 in ²	12 µg/ft ²
Site: Room 2 (FI)					
9	0009	5/31/2013	6/4/2013	144 in ²	<10 µg/ft ²
Site: Hall (FI)					
10	0010	5/31/2013	6/4/2013	36 in ²	4500 µg/ft ²
Site: Room 1 (WS)					
11	0011	5/31/2013	6/4/2013	144 in ²	79 µg/ft ²
Site: Room 1 (FI)					
12	0012	5/31/2013	6/4/2013	144 in ²	780 µg/ft ²
Site: Basement (FI)					
13	0013	5/31/2013	6/4/2013	144 in ²	1200 µg/ft ²
Site: Basement (FI)					
14	0014	5/31/2013	6/4/2013	144 in ²	<10 µg/ft ²
Site: Room 16 (FI)					

Julie Smith - Laboratory Director
 NJ-NELAP Accredited:03036
 or other approved signatory

Reporting limit is 10 µg/wipe. µg/wipe = µg/ft² x area sampled in ft². Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities (such as volume sampled) or analytical method limitations. Samples received in good condition unless otherwise noted. QC data associated with this sample set is within acceptable limits, unless otherwise noted. The lab is not responsible for data reported in µg/ft² which is dependant on the area provided by non-lab personnel. The test results contained within this report meet the requirements of NELAP unless otherwise noted. * slight modifications to methods applied. * < (less than) results signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 06/04/2013 14:50:50

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

201305364

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS, TRAINING

Company: <u>DDOE</u>		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**		
Street: <u>1200 FIRST STREET, NE 5th Fl</u>		Third Party Billing requires written authorization from third party		
City: <u>WASHINGTON</u>	State/Province: <u>DC</u>	Zip/Postal Code: <u>20002</u>	Country:	
Report To (Name): <u>T. HENRY</u>		Fax #:		
Telephone #: <u>202-546-0003</u>		Email Address: <u>terence.henry@dc.gov</u>		
Project Name/Number: <u>1377 POTOMAC AVENUE, SE WDC 20003</u>				
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: U.S. State Samples Taken:		
Turnaround Time (TAT) Options* - Please Check				
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input checked="" type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week				
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide				
Matrix	Method	Instrument	Reporting Limit	Check
Chips <input type="checkbox"/> mg/cm ² <input type="checkbox"/> % by wt.	SW846-7000B/7420 or AOAC 974.02	Flame Atomic Absorption	0.01%	<input type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter	<input type="checkbox"/>
Wipe* <input checked="" type="checkbox"/> ASTM <input type="checkbox"/> non ASTM *if no box is checked, non-ASTM Wipe is assumed	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe	<input checked="" type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.5 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
Wastewater	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm)	<input type="checkbox"/>
Drinking Water	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
Other:		Preservation Method (Water):		
Name of Sampler: <u>T. HENRY</u>		Signature of Sampler: <u>[Signature]</u>		
Sample #	Location	Volume/Area	Date/Time Sampled	
1	Foyer (FI)	12x12	5/31/13 - 9:42 AM	
2	Kitchen (FI)	12x12		
3	DEAL (FI) (FI)	2x12		
4	DEAL (WS)	2x12		
5	DEAL (FI)	12x12		
6	LIVING RM (WS)	2x12		
Client Sample #'s		Total # of Samples: <u>14</u>		
Relinquished (Client): <u>T. HENRY</u>	Date: <u>5/31/13</u>	Time: <u>3pm</u>		
Received (Lab): <u>[Signature]</u>	Date: <u>6/3/13</u>	Time: <u>9:50 AM</u>		
Comments:				
<u>1377 Potomac Avenue, SE</u>				

201305364

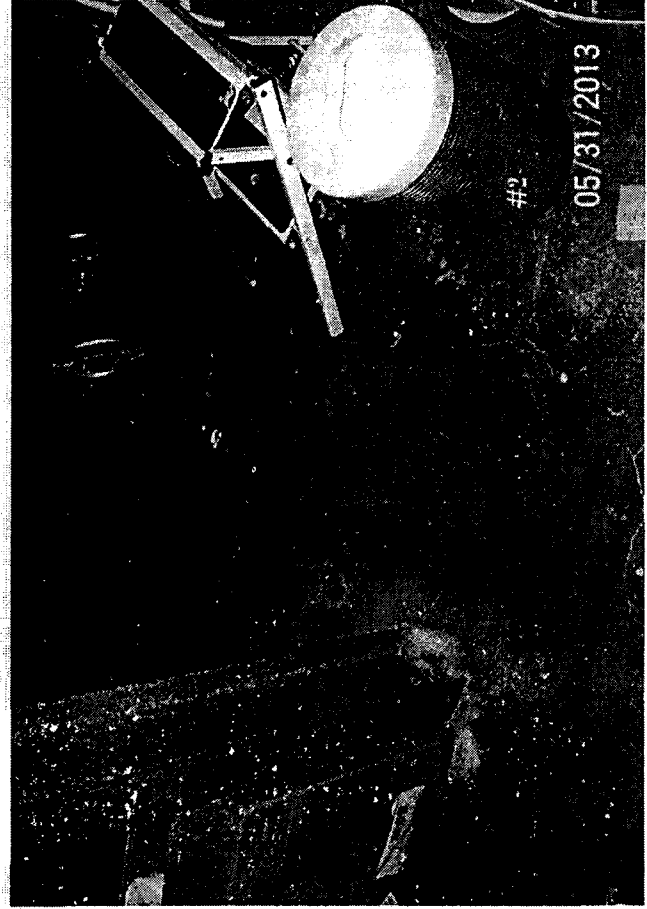
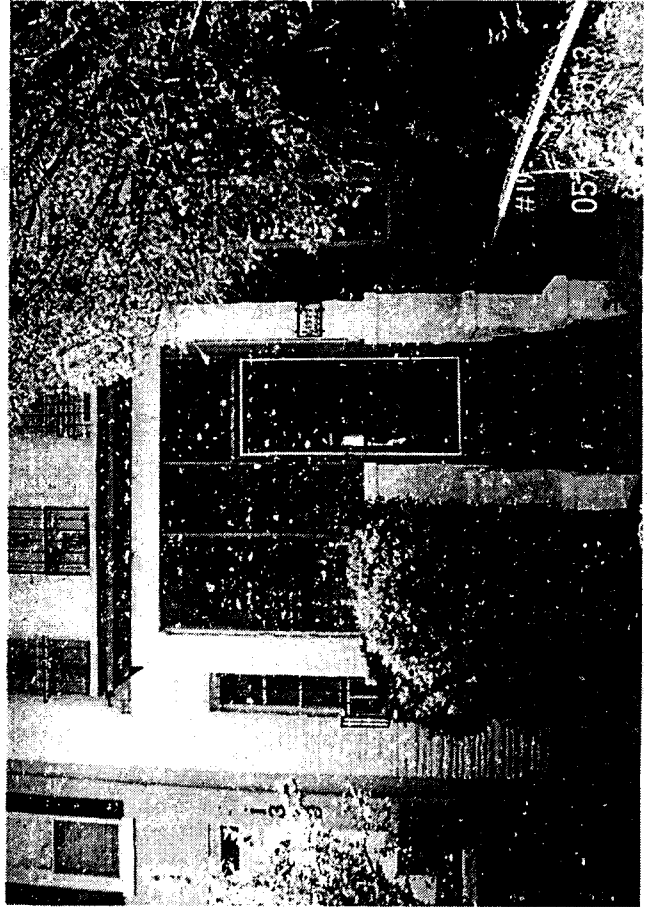
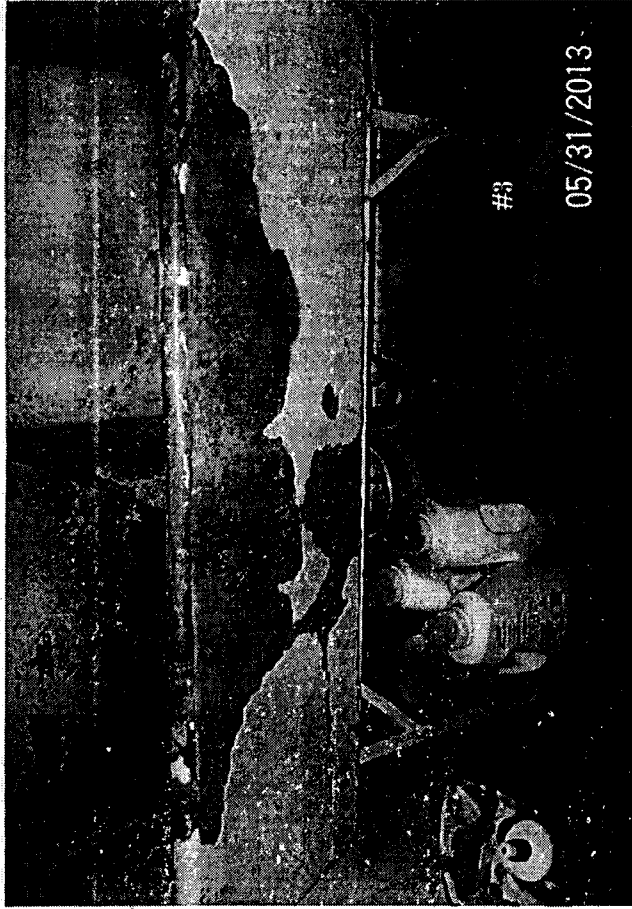
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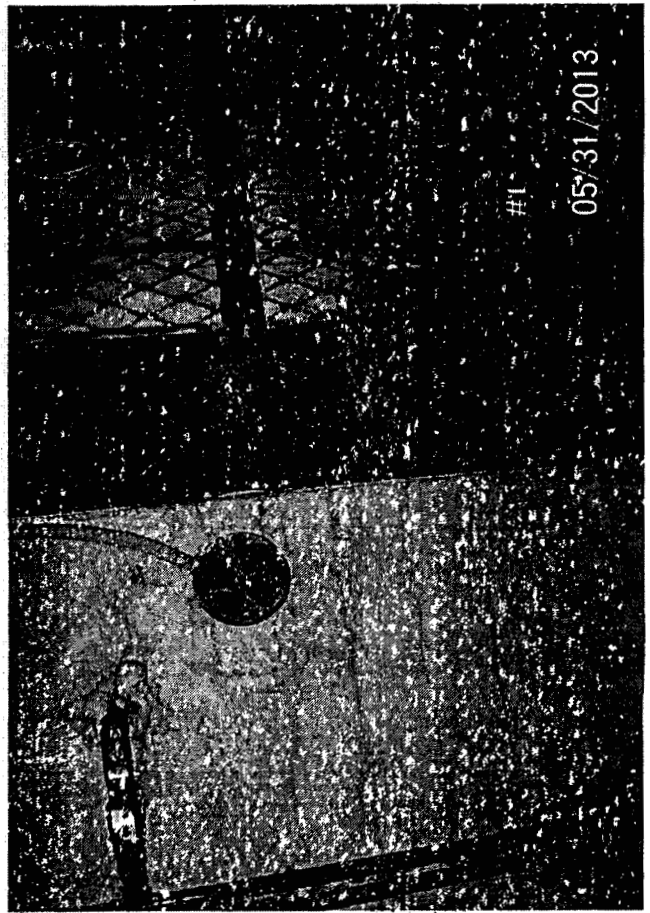
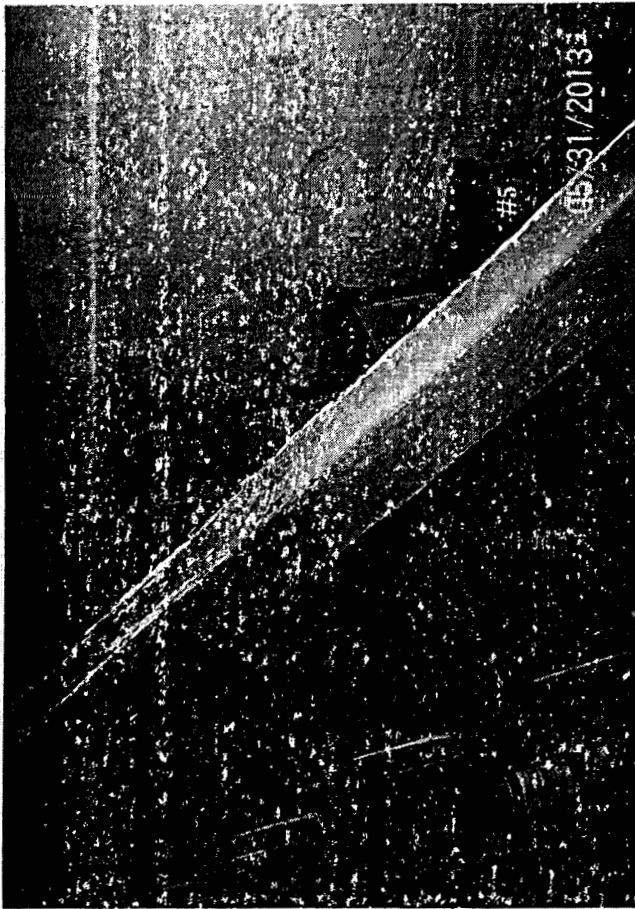
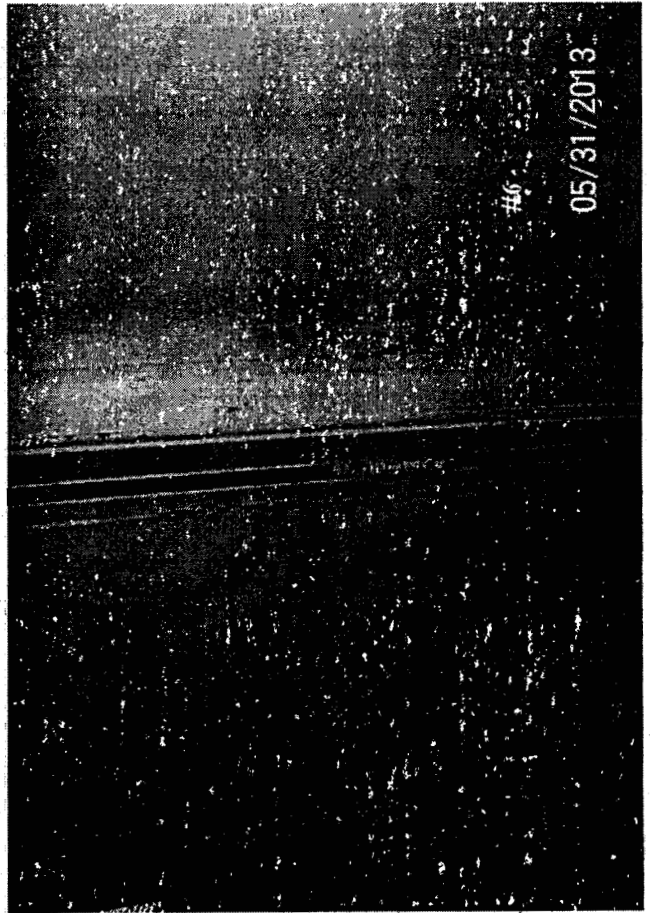
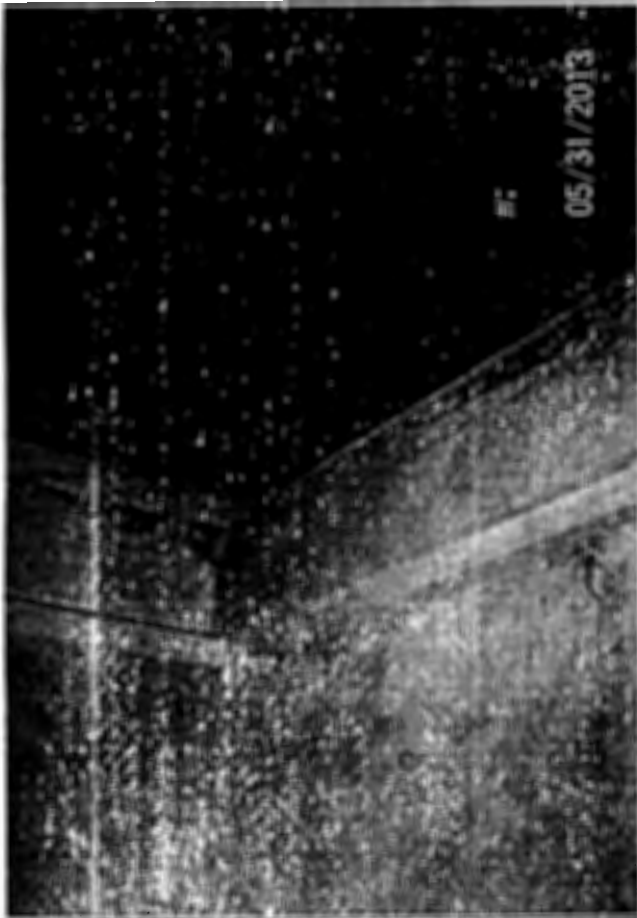
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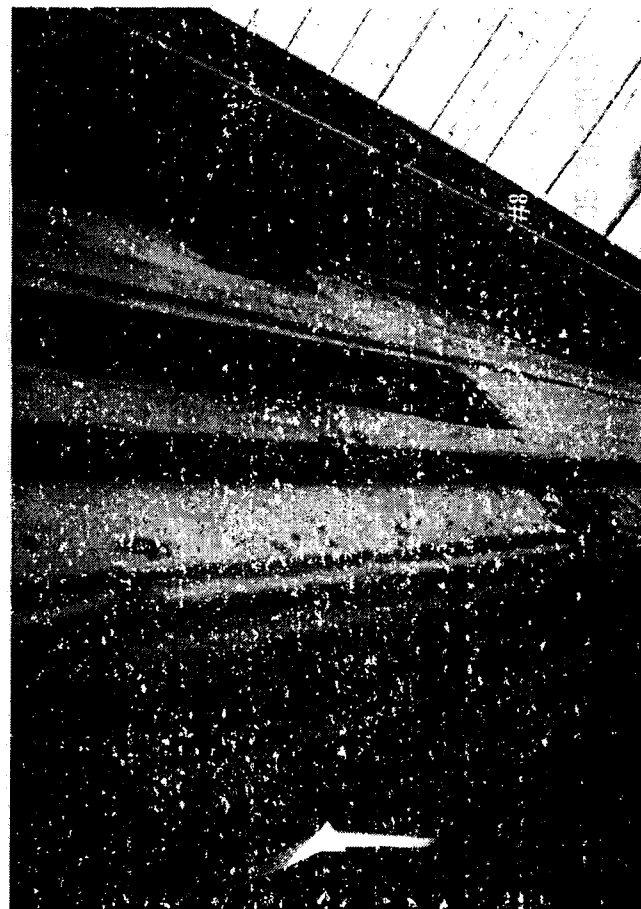
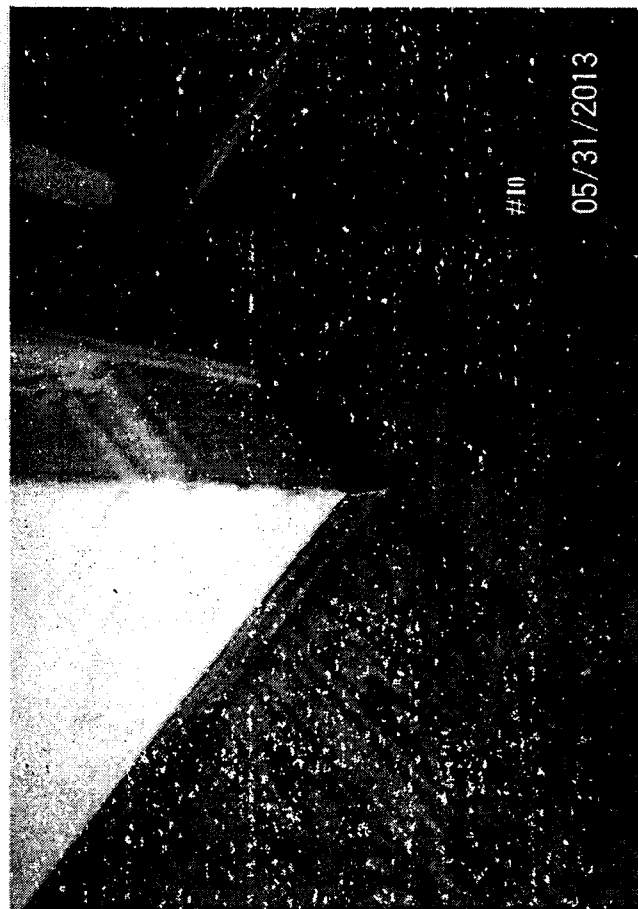
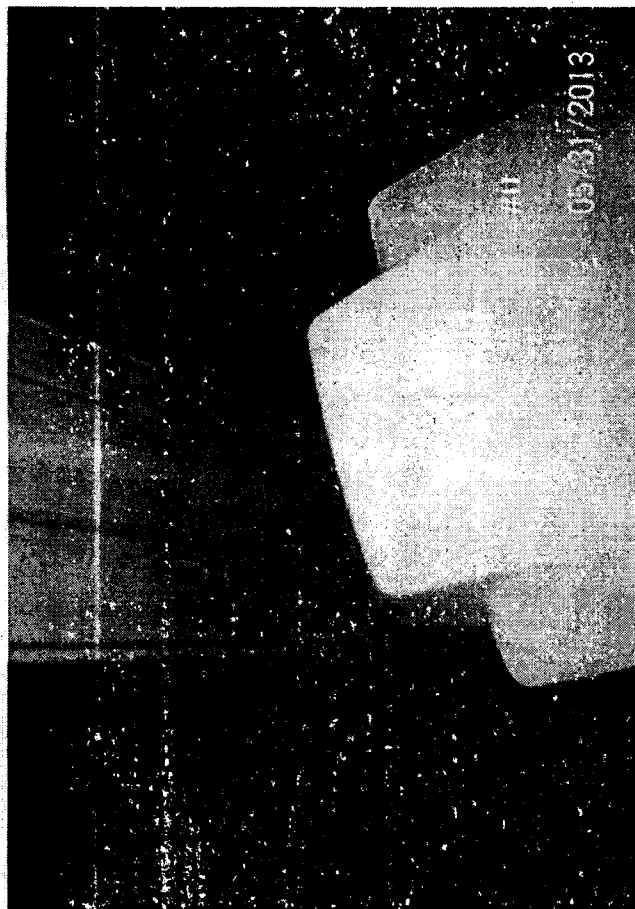
Lead and Healthy Housing Photo Log

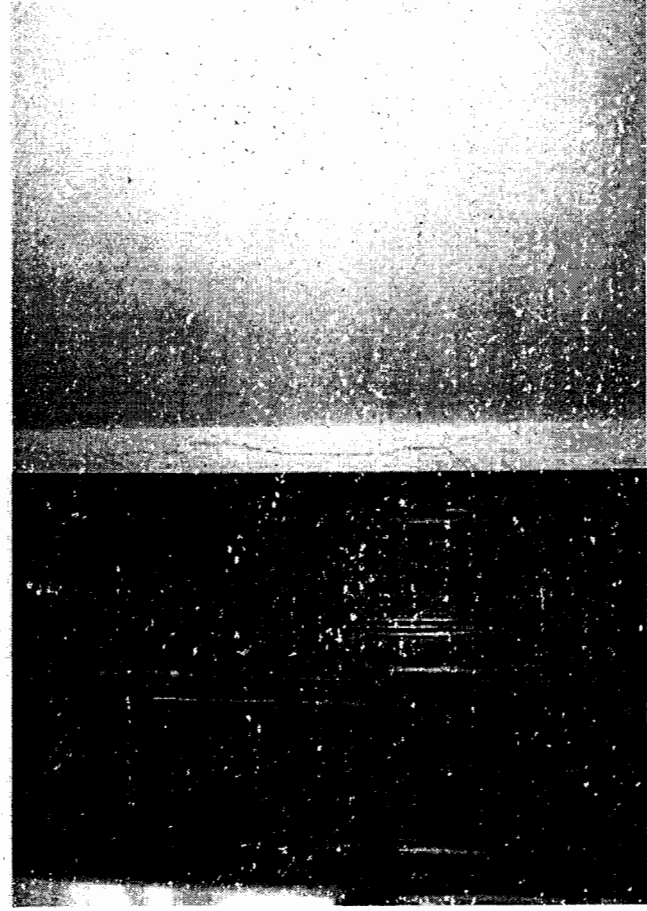
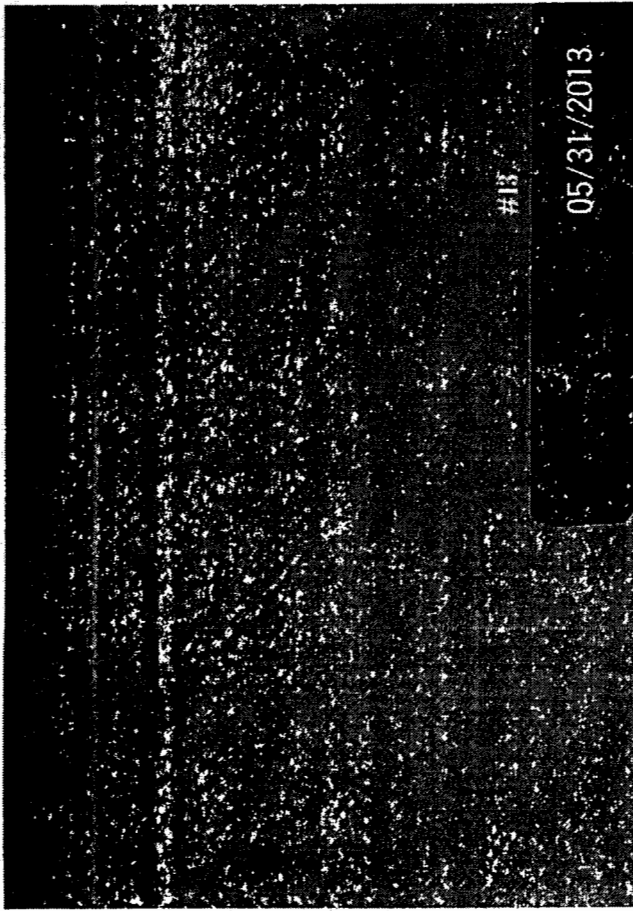
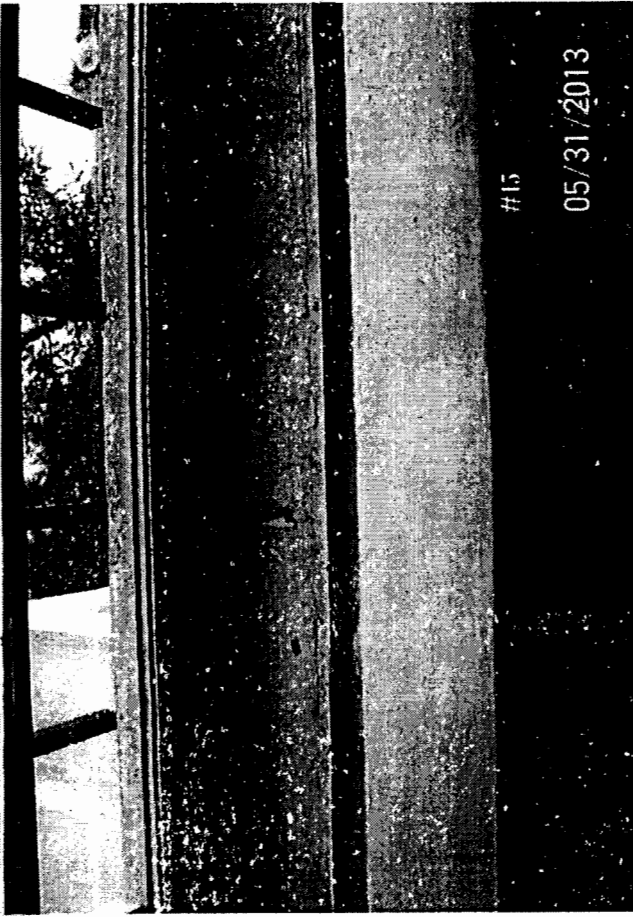
Property Address: 1377 Potomac Avenue, SE WDC 20003

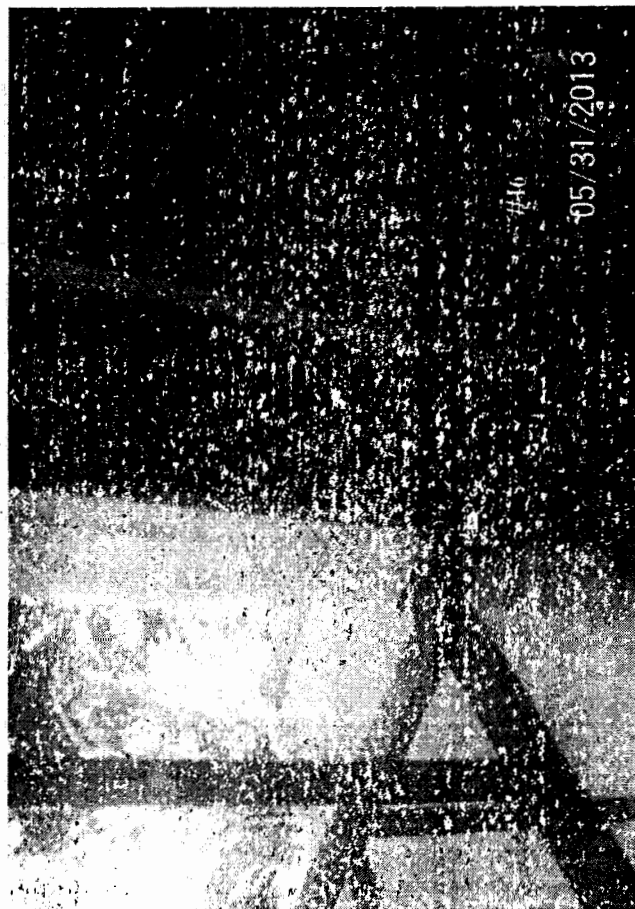
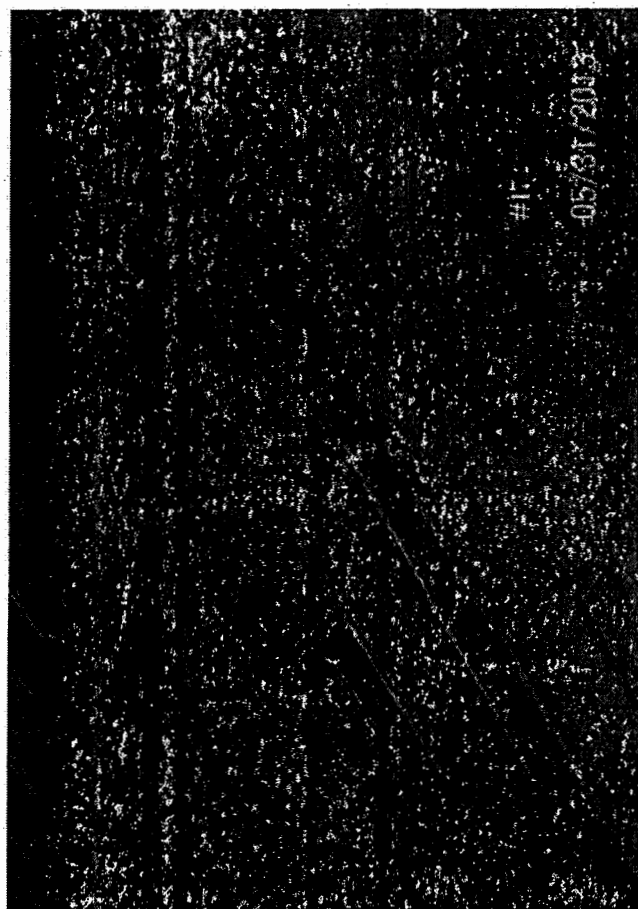
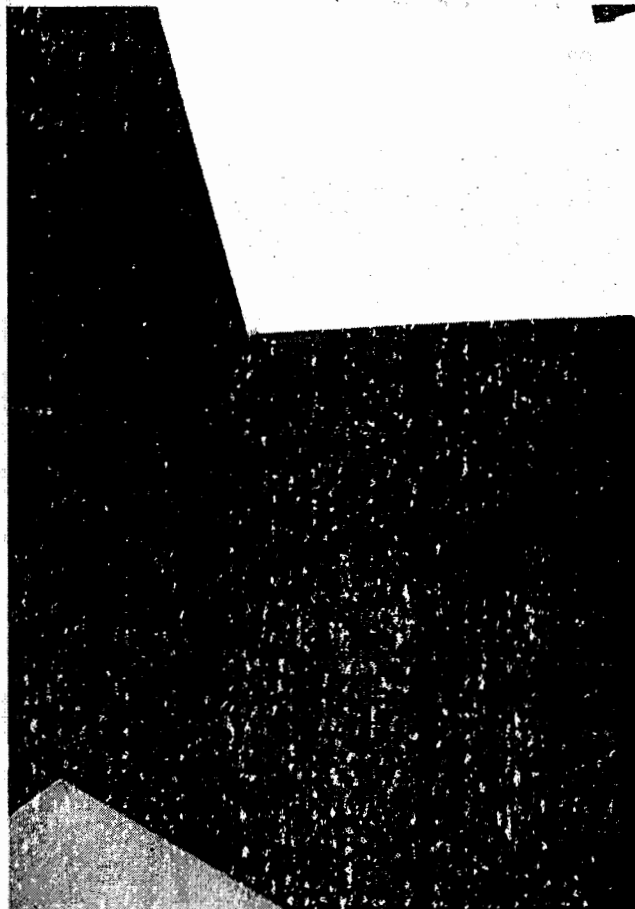
1	BASMENT	Wall A	
2		Floor	
3		1st Floor	
4		Door	
5	STAIR 2	TREAD / RAIL	
6		Door (C)	
7		Door JAMB (C)	
8	Bed	" " (C)	
9		Window paint chip	
10		Baseboard (A)	
11	Kitchen	" " (C)	
12		Door CASE (B)	
13	DINING Rm	Wall (C)	
14	LIVING Rm	Window comp	
15		Window JAMB / RAIL	
16	Room 1	Window well	
17		Window JAMB	
18	PORCH	ceiling	
19		Trim	
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LEAD BASED PAINT INSPECTION
FOR

1377 Potomac Avenue, SE
Washington, DC, 20003

Prepared For:
Yarmouth Management Company

Washington, DC, 20003

Prepared By:
Financial Network Center, LLC
325 Pennsylvania Avenue, SE
Washington, DC 20003
Project No.: RA2012-33

Michael A. Jackson, RA
Risk Assessor

LBP - Dwelling Located at 1377 Potomac Avenue, SE
FNC Project No. RA2012-33

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4. LEAD HAZARD CONTROL PLAN.
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 - 4.1.2 Abatement Options.....
 - 4.2. REEVALUATION AND MONITORING SCHEDULE

1. IDENTIFYING INFORMATION

The LBP IRA conducted on October 25TH 2012 sampling and analysis for structures containing lead-based paint (LBP), lead based paint hazards throughout the dwelling.

Property Owner:

The Property located at, 1377 Potomac Avenue, SE can be contacted by telephone at (202) 547-3511

Risk Assessor:

The LBP/IRA was conducted by Mr. Michael A. Jackson a Certified Risk Assessor a licensed District of Columbia. Lead Risk Assessor and Business Entity License Numbers: DC09-4834. Instructor and accreditation provider of accreditations certifications, at the University of the District of Columbia.

EXECUTIVE SUMMARY

Financial Network Center, LLC performed a Lead Based Paint, inspection, and property assessment for the subject property located at 1377 Potomac Avenue, SE. The LBP inspection report was conducted by Financial Network Center, LLC, on behalf of the Property owner, in accordance with DC Law. The date of the site visit occurred on October 25TH 2012.

The purpose of the inspection was to complying with the DC Lead requirements and standards. Therefore, in addition to the LBP visual report further environmental testing was conducted, during the survey. Dust sample testing survey was conducted, in accordance with HUD Chapters 5, and 7: *Investigation and Treatment of Dwellings Housing Children with Elevated Blood Levels* (HUD Chapter 16), of the *Guidelines for the Evaluation and Control of Lead Based Paint (LBP) Hazards in Housing* published by the United States Department of Housing and Urban Development (HUD) was not implemented, because, there is no report of any elevated blood level from the child's doctor, the subject property is vacant.

According to the Washington DC Property Tax records The property has approximately 750 Sq feet of living area within the dwelling unit. The subject property, is a two level attached building with storage basement facility. The building consists of a common brick exterior; plaster interior; with concrete, and hardwood floors.

The inspection was requested, to determine the safety of the facility as related to Lead hazards, and to determine areas of concern. The limited testing revealed that lead based paint appear to be present on painted surfaces, as well as in the building components. The assessment of the risk assessor is pliminary pending the result of laboratory sample. A detail line item y component, of the visual inspection is provided. The inspector visual inspection confirmed no presents, of deteriorated Lead-Based Paint (LBP) conditions, which could be Lead hazards in the property, as defined by the United States Environmental Protection Agency (EPA) and/or United States Department of Housing and Urban Development (HUD), and the Government of Washington D.C. All painted surfaces are intact. The mandates of the inspection are to offer an non-bias evaluation as to the conditions of building. The present and/or lack of Lead deteriorated components, is the overriding purposes of the visual inspection, results, is defined by the surface condition of painted components, and building components determined to contain deteriorated conditions. The guidelines of the determination, is if the components are intact or deteriorated.

Inaccessible painted components, such as, dormers could not be surveyed. The area's of Dormer and Attic are not accessible to children. The accepted standard, as identified by the EPA and/or HUD in the District of Columbia is 1.0. The findings of the Visual /LBP survey, are provided in the following sections of this report. The Dust samples were take in addition to the visual inspection. DC law required only a visual inspection, and dust samples.

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Locations: of all components located at, 1377 Potomac Avenue. SE

All interior surface, were surveyed from the dwelling, using visual observation, dust sampling technology. The samples collected during the risk assessment will be confirmed by a independent laboratory accredited, as identified by the United States Environmental Protection Agency (EPA) and/or United States Department of Housing and Urban Development (HUD).

The visual analytical results were conducted under EPA and DC Government standards as identified by the EPA and/or HUD. The visual findings are provided in the following sections of this report.

COMPONENT	SUBSTRATE	SIDE	COLOR	FLOOR	ROOM
Door & Jamb	Intact Wood	A	White/Blue	First	Exterior
Dr. Casing	Intact Wood	A	White	First	Hall way
Baseboard	Intact Wood	Side D	White	First	Hall
Wall	Intact Plaster	Side A	White	First	Hall/Stair Case
Wall	Intact Plaster	Side B	White	First	Hall
Wall	Intact Plaster	Side C	White	First	Hall
Wall	Intact Plaster	Side D	White	First	Hall
Dr. Casing & Jamb to Living Room	Intact Wood	Side B	Un-painted	First	Hall
Wall	Intact Plaster	Side A	White	First	Rm 1 Living Room
Wall	Intact Plaster	Side B	White	First	Room 1
Wall	Intact Plaster	Side C	White	First	Room 1
Wall	Intact Plaster	Side D	White	First	Room 1
Windowsill 2	Intact Wood	Side A,	Un-painted	First	Room 1
Baseboard	Intact Wood	Side A	White	First	Room 1
Dr Casing & Jamb to Dining Room	Intact Wood	Side C	Un-painted	First	Room 1
Radiator	Intact Metal	Side A	Covered/ Brown	First	Room 1
Wall	Intact Plaster	Side A	White	First	Room 2 Dining room
Wall	Intact Plaster	Side B	White	First	Room 2
Wall	Intact Plaster	Side C	White	First	Room 2
Wall	Intact Plaster	Side D	White	First	Room 2
Dr Casing & Jamb between Lv/Dining	Intact Wood	Side A	White	First	Room 2

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Dr Casing and Jamb to play room	Intact Wood	Side C	Un-painted	first	Room 2
Baseboard	Intact Wood	Side B	Un-painted	First	Room 2
BackDr.Casing/Jamb	Intact Wood	Side C	White	First	Room 3 Play room
Wall	Intact Plaster	Side A	White	First	Room 3
Wall	Intact Plaster	Side B	White	First	Room 3
Wall	Intact Plaster	Side C	White	First	Room 3
Wall	Intact Plaster	Side D	White	First	Room 3
Baseboard	Intact Wood	Side D	White	First	Room 3
Windowsills 8 Dust sample 1 A	Intact Wood	Side A4B2D2	White	First	Room 3
Radiator	Intact Metal	Side C	White	First	Room3
Wall	Intact Plaster	Side A	White	First	Room 4 Kitchen
Wall	Intact Plaster	Side B	White	First	Room 4
Wall	Intact Plaster	Side C	White	First	Room 4
Wall	Intact Plaster	Side D	White	First	Room 4
Baseboard	Intact Wood	Side B	White	First	Room 4
.Casing & Jamb	Intact Wood	Side A	White	First	Room 4
.Casing & Jamb	Intact Wood	Side C,	White	First	Room 4
Basement Dr. Casing and Jamb to Basement	Intact Wood	Side A	White	First	Room 4
Walls	Intact Plaster	Side A,B,C,D	White	First	Stair Case / Hall
Stair Rail	Intact wood	Side B	Un-painted	First/ Second	Stair Case
Baseboard	Intact wood	Side D	White	Fist/Second	Stair Case
Walls	Intact Plaster	Side A,B,C,D	White	Second	Room 5 Br 1
Windowsill 3	Intact Wood	Side A	White	Second	Room 5
Radiator	Intact Metal	Side A	White	Second	Room 5
Baseboard	Intact Wood	Side B	White	Second	Room 5
Dr. Casing & Jamb	Intact Wood	Side C	White	Second	Room 5
Closet Dr. Casing & Jamb	Intact Wood	Side C	White	Second	Room 5
Walls	Intact Wood/Plaster	Sides A,B,C,D	White	Second	Room 5
Dr. Casing & Jamb	Intact Wood	Side D	White	Second	Room 5
Baseboard	Intact Wood	Side A	White	Second	Room 5

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Radiator	Intact Metal	Side D	White	Second	Room 5
Walls	Intact Plaster	Sides A,B,C,D	White	Second	Room 6 Br. Room 2
Dr Casing & Jamb	Intact Wood	Side D	White	Second	Room 6
Closet Dr. Casing and Jamb	Intact Wood	Side A	White	Second	Room 6
Radiator	Intact Metal	Side C	White	Second	Room 6
Baseboard	Intact Wood	Side A	White	Second	Room 6
Back Dr. Casing & Jamb to Den	Intact Wood	Side C	White	Second	Room 6
Walls	Intact Plaster	Sides A,B,C,D	White	Second	Room 7 Den
Baseboard	Intact Wood	Side D	White	Second	Room 7
Dr. Casing & Jamb	Intact Wood	Side A	White	Second	Room 7
Dr Casing & Jamb to Br. 3	Intact Wood	Side C	White	Second	Room 7
Walls	Intact Plaster	Side A,B,C,D	White	Second	Room 8 Bedroom 3
Windowills 3 Dust sample 3	Intact Wood	Side C	White	Second	Room 8
Radiator	Intact Metal	Side C	White	Second	Room 8
Basement components	Storage Area	Side A,B,C,D	Green	Basement	Unlivable/ Storage

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Lead Dust Hazards sent to Laboratory for results report
--

3 Dust sample taken of windowsill horizontal surface areas
--

Soil Hazards

No soil samples taken

Lead Water Hazards

No Water Samples taken

2. FORMS AND ENVIRONMENTAL RESULTS

2.1. Paint Condition Survey

EPA and HUD have provided a specific definition for the term "deteriorated paint." Deteriorated paint is defined as "any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate." This definition is most typically associated with surface conditions only. Usage of term in describing conditions other than those associated with surface coatings are known to be defined by EPA or HUD.

Financial Network Center, LLC certified lead risk assessor/ inspector technician performed the LBP inspection in order to characterize interior and exterior painted surfaces for lead content. Component types including doors, doorframes, walls, and other miscellaneous painted surfaces, were screened for LBP.

The testing for lead content in paints was performed using visual inspections techniques and dust samples. Dc Law does not require, RMD-LPA1 X-Ray Fluorescence (XRF) Analyzer (Serial Number 3246), an instrument which detects lead in the field by reading the fluorescence emanating from a painted surface when exposed to small amounts of radiation. For the edification of the Property owner and Management Company, XRF readings are in milligrams per square centimeter (mg/cm²), a mass per area reading. LBP is defined, as paint containing more than 1.0 mg/cm² lead by District of Columbia Code 17-381 and more than 1.0 mg/cm² lead by U.S. Department of Housing and Urban Development (HUD).

The inspection included multiple readings, including checks to ensure that the instrument is within acceptable calibration parameters. The results of the LBP inspection are provided in this report

During the visual survey the four sides of the building were denoted by the letters A, B, C, and D. Side A is the building entry door side. Sides B, C and D, are identified clockwise from Side A as one faces the building.

Side A = Front of the building and the side of each interior room that is on the front side of the building

Side B = All walls located to the left of side A of the building.

Side C = Rear side of the building and the side of each interior room that is on the rear side of the building, opposite side A.

Side D = All walls located to the right of Side A.

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FNC.LLC collected 96 visual readings, including 3 dust samples at 1377 Potomac Avenue, SE.
A detailed listing of visually observed reading area is in the Executive Summary of this report.

Positive Lead based Paint (LBP) Results see executive summary

Some components, if tested via XRF would exhibited lead-in-paint levels below and above the regulated level of 1.0 mg/cm² but in quantities great enough to be detectable by XRF analyzer. It should be noted that lead concentrations (in paint) that are less than the levels that identify a surface coating as positive LBP still have the potential of causing lead poisoning. Should these or any potential LBP painted components and/or surfaces be disturbed in any manner that generates dust, extreme care must be taken to limit its spread. If painted condition are intact the Lead contents, is considered contained.

2.2. Definition of Lead Based Paint Hazards

"Lead-based paint hazard" is identified as any condition that causes exposure to lead from lead contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects by USEPA pursuant to United States Code Title 15, Chapter 53, Subpart IV, Paragraph 2683 (15 USC § 2683).

The LBP surfaces could become a LBP hazard if:

- ☐ LBP on friction surfaces are subject to abrasion
- ☐ The LBP is damaged or deteriorated

2.2.1 Existing Lead Based Paint Hazards

While the building interior paint is in reasonably good condition overall, the risk assessment showed that LBP hazards, as identified by the United States Environmental Agency (EPA) and/ or United States Department of Housing and Urban Development (HUD), exist in the following locations where there is deteriorated lead based paint:

2.2.2 Lead Dust Hazards

As part of the risk assessment, FNC.LLC, collected 3 single surface wipe samples from , window sills, in accordance with EPA, HUD and District of Columbia regulations lead based paint hazard exists if the wipe sample results are at or above the following lead dust levels in residences: floors: $\geq 40 \mu\text{g}/\text{ft}^2$ (micrograms per square foot); interior windowsills: $\geq 250 \mu\text{g}/\text{ft}^2$; and, interior window troughs: $\geq 400 \mu\text{g}/\text{ft}^2$.

Please refer to *Appendix D - Laboratory Analytical Results and Chain of Custody Forms for Lead Wipe Samples* for the laboratory reports and to *Appendix F - Lead and Lead Safety Information and Resources* for a list of publications and resources addressing lead hazards and their health effects; both are located at the end of this report. Laboratory results of the dust samples collected during the risk assessment revealed the following lead dust hazards.

2.2.3 Lead Soil Hazards

No soil samples were collected at this residence in accordance with the requirements of ASTM Standard E-1727, Standard Practice for Field Collection of Soil Samples for Lead Determination by Atomic Spectrometry Techniques. A Composite sample is a sample containing soil from a stated number of locations mixed together to form a Composite sample for bare soil area.. If soil sample was collected in the yard, they would be from bare areas. In accordance with EPA, HUD and District of Columbia regulations soils with following lead levels are considered hazardous:

- Play areas used by children 6 and under $>400 \mu\text{g}/\text{gram}$ or 400 parts per million (PPM)
- Other areas $>1,200 \mu\text{g}/\text{gram}$ or 1,200 parts per million (PPM)
- Threshold for abatement $>5,000 \mu\text{g}/\text{gram}$ or 5,000 parts per million (PPM)

The analytical results identified lead concentrations below the levels that EPA and HUD identifies as dangerous. Please refer to *Appendix - Laboratory Analytical Results and Chain of Custody Forms for Lead Soil Samples* for the detailed analytical reports.

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2.2.4 Lead Water Hazards

Drinking water was not sampled from the residence to determine the presence of lead.

2.2.5 Potential Lead Based Paint Hazards

The painted surfaces, reading above regulatory threshold of 1.0 mg/cm², can not be determine by a visual inspection The paint condition are all *intact* and does not currently present a possible lead hazard. Future building renovations and/or demolition activities have the potential to produce hazardous wastes if lead-based paint is dry scraped, dry sanded, or heated at these locations. If these activities are undertaken, lead-safe work practices will need to be implemented during the project to ensure that lead hazards are not created. If LBP is made a lead based paint hazard, the lead hazard should be eliminated in accordance with federal and local regulations.

2.4. Visual Survey Report: All line items are intact and the Property is in good condition

Resident: Tenants living in property
Address: 1377 Potomac Avenue, SE
Phone number: (202) 547-4511
Inspector Name: Michael A. Jackson

Date: October 25TH, 2012

Make a checkmark (X) if the problem appears in the room or area. Use the extra rows to identify any other hazards you notice.

PROBLEM: ALL D AREA ARE INTACT PASS INSPECTION		Exterior	Porch	Entryway	Living Room	Dining Room	Kitchen	Bed Room 1	Bed Room 2	Bed Room 3	Bathroom 1	Bathroom 2	Basement	Den	Master Bath	2 ND Floor Den
Deteriorated Paint	Wells															
	Windows, Door or Trim Rails															
	Paint Chip On Floor															
Soll with no grass or mulch (Front yard)																
Cockroaches																
Rodents																
Holes in walls																
Mold/ Mildew	Obvious source of Moisture															
	No obvious source of Moisture															
Water Damage																
Strong musty smell																

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[illegible]

If a rental property, did the landlord provide lead hazard disclosure information from landlord? YES

2.5. Building Condition

Condition	Yes	No
Roof missing parts of surface (tiles, boards, shakes, etc.)		X
Roof has holes or large cracks		X
Gutters or downspout broken		X
Chimney masonry cracked, bricks loose or missing, obviously out of plumb		X
Exterior or interior walls have obvious large cracks or hole, requiring more than routine pointing (if masonry) or painting		X
Exterior siding has missing boards or shingles		X
Water stains on interior walls or ceilings		X
Plaster walls or ceilings deteriorated		X
Two or more windows or doors broken, missing, or boarded up		X
Porch or steps have major elements broken, missing, or boarded up		X
Foundation has major cracks, missing materials, structure leans, or visibly unsound		X
Total Number	0	11

* If the "Yes" column has two or more checks, the dwelling is usually considered to be in poor condition for the purposes of a risk assessment. However, specific conditions and extenuating circumstances should be considered before determining the final condition of the dwelling and the appropriateness of a lead hazard screen.

Notes:

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2.7. Analysis of Previous XRF Testing Report

N/A

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LEAD RELATED REHABILITATION WORK

During the inspection, Financial Network Center, LLC observed two areas in need of repairs that could generate lead based paint problems. The areas of concerns are the interior window wells in the play room Side A, and exterior windowsills related to lead based paint conditions or further deterioration of potential lead based paint hazards. The subject property pass the visual inspection and receive final lead clearance.

The following table addresses:

- ☐ Conditions that could further deteriorate lead based paint; and
- ☐ Surfaces that contain deteriorated non-lead based paint

Table 1: Summary of Physical Assessment of Property Located at 1377 Potomac Avenue, SE	
Observed Damage	Repair
The condition of the subject property is in good PAINT condition, all surfaces are intact, except the exterior windowsill and wells on the back porch play room side A.	

All recommended repairs should be performed in accordance with all Federal, State, and Local codes and regulations.

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4. LEAD HAZARD CONTROL PLAN

4.1. Control Options and Estimated Costs

Lead-safe work practices and worker/occupant protection practices complying with current EPA, HUD and OSHA standards will be necessary to safely complete all work involving the disturbance of LBP coated surfaces and components. In addition, any work considered Lead hazard control will enlist the use of interim control (temporary) methods and/or abatement (permanent) methods. It should be noted that all lead hazard control activities have the potential of creating additional hazards, or even creating hazards that were not present before. All persons and/or firms performing lead hazard control activities must have received proper training in Lead-Safe work Practices and/or Lead Abatement. Detail for the listed lead hazard control options and issues surrounding occupant/worker protection practices can be found in the publication entitled: Guidelines for the evaluation and Control of LBP Hazards in Housing (June 1995 & 1997 Revision) published by HUD, as well as in the Occupational Safety and Health Administration (OSHA) regulations found in 29 CFR, Part 1926.62, known as the OSHA Lead Exposure in Construction Industry Standard.

The associated cost estimates, unless otherwise noted, include the labor and material to accomplish the states activity and most additional funds typically found to be necessary to complete worker protection, site containment, and cleanup procedures. These RE approximate estimates only and due to a variety of potential factors, may not accurately reflect all local cost factors. A precise estimate must be obtained from a certified LBP abatement contractor or a contractor trained in lead safe work practices. Properly trained and/or licensed persons, as well as properly licensed firms (as mandated) should accomplish all abatement/interim control activities conducted at this residence.

Before and after any lead hazard control activities, the structure and site must be inspected and pre-cleaned following HUD specified cleaning protocols, as detailed in the Guidelines for the Evaluation and Control of LBP hazards in Housing (June 1995 & 1997 Revision), published by the U.S. department of Housing and Urban Development. Some of the required steps include removing large debris and paint chips followed by HEPA vacuuming of all horizontal surfaces (floors, windowsills, troughs, etc.). The cleaning protocols described in this publication can assist the contractor in doing a preliminary cleaning and improving the chances of passing clearance inspections after remediation.

Clean up of the remediate areas should be accomplished on an ongoing basis throughout all activities that impact or disturb any known or assumed lead containing materials (LCM) and Paint. When a material, surface coating, substrate, component, or surface is to be impacted as a result of any activity and the lead content is not known, those areas and/or items should be assumed to contain lead-based paint. Accumulation of debris is not recommended, and all plastic drop cloths must be replaced and disposed of properly each day. All trash must be promptly and properly removed from the site and the area left clean and as close to original condition as possible. Following the HUD guidelines will help increase the chances of attaining HUD and State of any lead-in-dust clearance levels.

LBP and/or LCM could still be present in the unit at areas not tested as part of this Lead Hazard Risk Assessment. Great care should be taken by the Client and Contractor if, at a later date, any repair, maintenance, remodeling or renovation activities disturb any paint where concentrations of lead are not known. In lieu of any additional testing, all surfaces and Paint should be assumed to contain lead based paint.

4.1.1 Interim Control Options

Interim Controls as defined by HUD, means a set of measures designed to temporarily reduce human exposure to LBP hazards and/or lead containing materials. These activities include, but are not limited to: component and/or substrate repairs; paint and varnish repairs; the removal of dust-lead hazards; renovation; remodeling; maintenance; temporary containment; placement of seed, sod or other forms of vegetation over bare soil areas; the placement of at least 6 inches of an appropriate mulch material over an impervious material, laid on top of bare soil areas; the tilling of bare soil areas; extensive and specialized cleaning; and ongoing LBP maintenance activities.

Possible Hazards: Interior Window wells and exterior windowsills side A Back Porch Play Room

ABATEMENT- COST ESTIMATED: \$150.00- \$200.00

Ongoing monitoring typically includes two different activities: re-evaluation and annual visual surveys. A re-evaluation is a risk assessment that includes limited soil and dust sampling and a visual evaluation of paint films and any existing lead hazard controls. Re-evaluations are supplemented with visual surveys by the Client, which should be conducted at least once a year. Client conducted visual surveys do not replace the need for professional re-evaluations. Visual surveys should confirm that all Paint with known or suspected LBP are not deteriorating, that lead hazard control methods have not failed, and that structural problems do not threaten the integrity of any remaining known, assumed or suspected LBP.

The partial table below is taken from **Table 6.1, Standard Re-evaluation Schedules**, as found in the HUD publication entitled; *Guidelines for the Evaluation and Control of LBP Hazards in Housing*, dated June 1995, with September 1997 revisions. It is intended as a guideline for the Client to assess the condition of areas where hazard control activities occurred. Factors at this residence require the use of Ongoing Monitoring Schedule item number three (3) to dictate monitoring protocol. Visual surveys by the Client should occur on at least a yearly basis for all painted surfaces. All surfaces that have undergone the hazard control strategy of Interim Controls, Encapsulation or Enclosure should also be checked during this survey. If components are replaced (windows), no reevaluation or visual survey would be needed, since the LBP would have been removed with the old windows.

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Standard Revaluation Schedule

Schedule	Original Evaluation results	Action Taken	Re-Evaluation frequency & duration	Visual Survey Schedule
3	The Average of leaded dust levels on all Floor, interior windows, or window troughs sample exceeds the applicable standard, by a factor of 10 or more	A. Interim Controls or a mixture of interim controls and abatement (not including window replacement)	6 months	Annually and whenever information indicates a possible problem except for encapsulates. The first visual survey of encapsulates should be done one month after clearance; the second should be done 6 months later and annually thereafter.
		B. Mixture of Interim controls and abatement plus replacement of all windows with lead hazards	6 months	
		C. Abatement of all lead-based paint hazards, but not all lead-based	None	
		D. Removal of all lead based paint	None	

1) Individuals who perform the assessment must be trained in visual assessment. See the HUD lead web site at <http://www.hud.gov/offices/lead> for the on-line visual assessment training course and additional information.

5. Conditions and Limitations

Financial Network Center, LLC, has performed the client requested tasks listed above in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. FNC, LLC cannot guarantee and does not warrant that this Assessment/Limited LBP Testing has identified all adverse environmental factors and/or conditions affecting the subject property on the date of the Assessment. FNC, LLC cannot and will not warrant that the Assessment/Limited Testing that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards.

The results reported and conclusions reached by FNC, LLC are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. FNC, LLC assumes no obligation to advise the client of any changes in any real or potential lead hazards at this residence that may or may not be later brought to our attention. Further conditions and limitation to this contracted report are included in the general terms and conditions supplied to the client with the contract for services.

Michael A Jackson, RA
DC09-4834

Financial Network Center LLC
325 Pennsylvania Avenue, SE
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APPENDIX H

ADDITIONAL LEAD AND LEAD SAFETY RESOURCE DATA

Common LBP Terms

LBP: Any and all paint that contains at least 1 milligram of lead per square centimeter of surface area (0.7 mg/cm²). This is infrequently expressed as 0.5% lead by weight and/or 5000 parts per million lead concentrations by dry weight.

LBP Hazards: Housing conditions that cause human exposure to unsafe levels of lead from paint. These conditions include, but are not necessarily limited to: deteriorated lead-based paint; friction, impact, or chewable surfaces; lead-contaminated dust; or, lead-contaminated soil.

Paint: Any and all paints, stains, varnishes, shellacs, epoxies, lacquers, polyurethanes, etc.

House Wall Identification Guide: The exterior wall that contains the front entry to the house is labeled as the A wall of the house. Proceeding clock-wise around the house label the remaining walls B, C, and D respectively. The interior room walls correspond to the exterior walls.

Lead Hazard Evaluation Methods

Visual Inspection: A visual evaluation of interior and exterior paint and surfaces in an effort to try to identify specific conditions that contributes to LBP hazards. A certified risk assessor or a Housing Quality Standards inspector trained in visual assessments should perform these inspections.

Paint Testing: Testing of specific surfaces that are coated with paint, by XRF (x-ray florescence) or lab analysis, to determine the lead content of these surfaces, performed by a certified LBP inspector or certified risk assessor

Risk Assessment: Is an on-site investigation to help determine the existence of LBP hazards. This can include paint testing, dust and soil sampling, water sampling and a visual inspection. The risk assessment report identifies lead hazards and potential options for lead hazard control. A certified risk assessor must conduct the assessment.

Clearance Examination: Clearance is performed after hazard reduction, rehabilitation, renovation, repair, modernization, or maintenance activities to determine if a unit is safe for occupancy. It involves a visual inspection, analysis of dust and soil samples, and preparation of a report. A certified risk assessor that is independent from the company or individual conducting the lead hazard control activities should conduct the clearance examination.

X-Ray Fluorescence Analyzer (XRF): This device, often called a XRF, is used to help identify levels of lead in paint without disturbing the painted surfaces themselves. The unit uses gamma radiation to measure the lead content in the paint on a per square centimeter basis. Users of this device must be specially trained and licensed as Lead Inspectors and be licensed by State radioactive material regulatory licensing agencies.

Lead Poisoning

Environmental Intervention Blood Lead Level (EIBLL): The level of lead in blood that requires intervention in a child under the age of twenty four (24) months (DC Law 11-221). This is typically defined as a measured blood lead level (BLL) ≥ 10 $\mu\text{g/dL}$ (micrograms per deciliter) or of 15–19 $\mu\text{g/dL}$ in two consecutive tests taken 3 to 4 months apart of whole blood (20 DCMR 806.1 as adopted from 40CFR § 745). The Centers for Disease Control (CDC) in a guideline published in 1997 titled, "*Screening Young Children for Lead Poisoning: Guidance for State and Local Public Health Officials*" recommends that children with a BLL ≥ 10 $\mu\text{g/dL}$ are treated as elevated blood lead level cases and that the parents or guardians are educated about lead hazard corrective actions. The child should receive a follow-up blood exam in 3 months to ensure that the BLL has not increased.

Key Units of Measurement

μg (Microgram): A microgram is $1/1000^{\text{th}}$ of a milligram. To put this into perspective, a penny weighs 2 grams. To get a microgram, you would need to divide the penny into 2 million pieces. A microgram is one of those two million pieces.

$\mu\text{g/dL}$ (microgram per deciliter): used to measure the level of lead in children's and worker's blood to establish whether intervention is needed. A deciliter is a little less than a half a cup.

$\mu\text{g}/\text{ft}^2$ (micrograms per square feet): the unit used to express levels of lead in dust samples. All reports should report levels of lead in dust in $\mu\text{g}/\text{ft}^2$.

mg/cm^2 (milligrams per centimeter square): used to report levels of lead in paint thru XRF testing.

PPM (parts per million): Typically used to express the concentrations of lead in soil. It can also be used to express the amount of lead in a surface coating on a mass concentration basis. This measurement can also be shown as: $\mu\text{g}/\text{g}$, mg/kg or mg/l .

PPB (parts per billion): Typically used to express the amount of lead found in drinking water. This measurement is also sometimes expressed as: $\mu\text{g}/\text{l}$.

EPA/HUD Published LBP Standards

Dust-thresholds for Lead-Contamination

- Floors Less than ($<$) 40 $\mu\text{g}/\text{ft}^2$
- Interior Window Sills <250 $\mu\text{g}/\text{ft}^2$
- Window Troughs <400 $\mu\text{g}/\text{ft}^2$

Soil-thresholds for Lead Contamination

- Play areas used by children 6 and under <400 $\mu\text{g}/\text{gram}$ or 400 parts per million (PPM)
- Other areas <1200 $\mu\text{g}/\text{gram}$ or 1200 parts per million (PPM)
- Threshold for abatement <5000 $\mu\text{g}/\text{gram}$ or 5000 parts per million (PPM)

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APPENDIX I
RISK ASSESOR CERTIFICATION

On file

Financial Network Center LLC
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Washington, DC 20003

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FNC Project No. RA2012-33

APPENDIX J

**LBP WORK SPECIFICATIONS AND COST ESTIMATE. Not apart of the scope of work requested.
The Risk assessor is will and has the capacity to provide project design containment methods and supervision.**

LBP - Dwelling Located at 1377 Potomac Avenue, SE
FNC Project No. RA2012-33

APPENDIX K

NON LEAD WORK SPECIFICATION AND COST ESTIMATE, Same as in Appendix J

Financial Network Center LLC
325 Pennsylvania Avenue, SE
Washington, DC 20003

LEAD DISCLOSURE RULE (1018) INSPECTION REPORT

- I. **FACILITY:** Yarmouth Management Co. *PM 7/16/13*
309 7th Street
Washington DC 20003
202-547-3511
- II. **DATE OF INSPECTION:** June 28, 2013
- III. **EPA INSPECTOR(S):** Paul Mandelaro, N.A.H.E
- IV. **EPA REGION III, LAND AND CHEMICALS DIVISION (LCD)/TOXICS PROGRAMS BRANCH (TPB)**
- John Armstead, LCD Director
 - Harry Daw, LCD Associate Director for Office of Toxics and Pesticides
 - Aquanetta L. Dickens, Chief, Toxics Programs Branch
- V. **PURPOSE OF INSPECTION:**

The EPA conducted an inspection on June 28, 2013 of Yarmouth Management Co., in response to a tip/complaint received from Mr. Patrick Masterson alleging Yarmouth Management Co's failure to provide proper disclosure before being obligated under the lease contract. The tip/complaint was received on June 12, 2013 from via e-mail from Mr. Masterson to Kyle Chelius. The inspection was performed in order to determine Yarmouth Management Co's level of compliance with the Real Estate Notification and Disclosure Rule.

VI. BACKGROUND INFORMATION:

On June 18, 2013, EPA contacted Yarmouth Management Co to set up an inspection to determine Yarmouth Management Co's level of compliance with the Real Estate Notification and Disclosure Rule. An inspection was set up for June 28, 2013 and an inspection confirmation letter was sent out to Yarmouth Management Co on June 18, 2013. During the call, EPA requested that Yarmouth Management Co make available for the inspectors a list of leases for pre-1978 properties rented between June 28, 2010 and June 28, 2013.

Background About the Alleged Violator

Yarmouth Management Co, owned and operated by Wilmer Waller, manages 400-450 pre-1978 rental property units. These properties are located in Washington, DC. According to Mr. Waller, Owner, Yarmouth Management Co employs 14 individuals and has annual revenue of \$12,000,000.00. Yarmouth Management Co has been in the business since 1981.

Yarmouth Management Co.
309 7th Street, Washington, DC
June 28, 2013

Background About the Complainant

The tip/complaint was received from Mr. Patrick Masterson on June 12, 2013 alleging Yarmouth Management Co.'s noncompliance with the Real Estate Notification and Disclosure Rule. Mr. Masterson is a current tenant. On June 12, 2013, EPA sent out a declaration form to Mr. Masterson requesting Mr. Masterson to provide written testimony regarding the violations observed and any other information to support their allegations. In response to EPA's written request, on June 17, 2013, Mr. Masterson, submitted a completed declaration form and a summary of events about the Tenant's home.

Information About the Property Where Alleged Violation Occurred

The violation is alleged to have occurred at 1377 Potomac Ave. SE Washington, DC 20003. The latitude/longitude coordinates for this property address are 38.879683-76.986090 according to <http://itouchmap.com/latlong.html>. According to Real Quest, this property was built in 1919. According to Matt Lee, this property is located in an environmental justice area. According to Washington DC Health Department, there have been no known reports of elevated blood lead levels for this property address.

VII. OPENING CONFERENCE

On June 28, 2013 at approximately 10:05am, an inspector arrived at the offices of Yarmouth Management Co to conduct an inspection to determine Yarmouth Management Co's level of compliance with the Real Estate Notification and Disclosure Rule. Upon arrival, the Inspector introduced himself, presented his credentials to Mr. Wilmer Waller, Owner, and explained the purpose of the visit. The Inspector asked Mr. Waller if he was the person authorized to give consent to the inspection. Mr. Waller stated that he was in fact the appropriate person to consent to the inspection and sign on behalf of the company. Once this was established, Inspector Mandelaro presented and explained the Notice of Inspection Form to Mr. Waller and both the Inspector and Mr. Waller signed the form. Next, Inspector Mandelaro presented and explained the Confidential Business Information Form to Mr. Waller and both the inspector and Mr. Waller signed the form. There was no question asked about the forms.

After these forms were presented and signed, Inspector Mandelaro proceeded to explain that the purpose of the inspection was to determine Yarmouth Management Co's level of compliance with the Real Estate Notification and Disclosure Rule. The Inspector also indicated that, as part of the inspection, he would be requesting to see leases and/or agreements of sale for pre-1978 properties leased and/or sold between June 28, 2010, and June 28, 2013 as requested in the inspection confirmation letter sent out on June 12, 2013. The inspector stated that he would be randomly selecting and scanning a percentage of these leases and/or agreements of sale. The Inspector asked Mr. Waller how many living units his company managed. Mr. Waller told the Inspector that Yarmouth Management Co managed between 400 and 500 units. The Inspector asked Mr. Waller what percentage of those units were built before 1978. Mr. Waller stated that between 90-95 % were built before 1978

REVIEW OF FILES/AVAILABLE DOCUMENTS:

Yarmouth Management Co.
309 7th Street, Washington, DC
June 28, 2013

Based on the number of number of properties managed, the EPA Inspector randomly selected a total of 14 to be scanned for review. The list of property addresses along with the year built, and lease/sales contract dates are listed below:

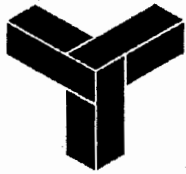
LEASES/AGREEMENTS OF SALE:

	<u>ADDRESS</u>	<u>LEASE/CONTRACT DATE</u>	<u>YR BLT</u>
1.	1711 C Street NE Washington, DC	5/29/10	1965
2.	403 D Street NE Washington, DC	2/25/13	1900
3.	1223 Independence Ave. SE Washington, DC	5/29/12	1925
4.	1342 Independence Ave. SE Washington, DC	12/24/12	1923
5.	626 Independence Ave. SE Washington, DC	3/27/13	1956
6.	1471 A Street NE Washington, DC	9/21/12	1980
7.	617 C Street NE Washington, DC	12/27/12	1908
8.	914 G Street SE, Washington, DC	4/5/13	1925
9.	1000 New Jersey SE, Washington, DC	4/22/13	2006
10.	1417 N. Carolina Ave NE, Washington, DC	9/25/12	1909
11.	1123 Park Street NE, Washington, DC	11/30/12	1872
12.	910 S. Carolina, SE, Washington, DC	7/17/12	1965
13.	117 Tennessee Ave. Ne, Washington, DC	8/9/12	1908
14.	1377 Potomac Ave. SE. Washington, DC	3/16/12	1919
15.	One Blank Lease		
16.	One Blank Management Agreement		

IX. CLOSING CONFERENCE

After all transaction documents were copied and recorded on the Receipt for Documents form, Inspector Mandelaro provided a copy of the Receipt for Documents to Mr. Waller which Mr. Waller signed. The Inspector provided Mr. Waller with a compliance assistance package and briefly explained its contents. Inspector Mandelaro asked Mr. Waller if he had any additional questions. Mr. Waller asked when he would hear about the inspection. Inspector Mandelaro told Mr. Waller that it could take up to a year to hear anything about the inspection.

The Inspector Thanked Mr. Waller for his time and help with the inspection then packed his equipment and paper work and left the office.



Yarmouth Management

Your rental source on
Capitol Hill since 1981

309 7th Street SE
Washington, DC 20003
(202) 547-3511 – Fax (202) 547-9361
Rent@YarmouthM.com
www.YarmouthManagement.com

This lease is made _____, between

_____ (Landlord) &
_____ (Tenant)

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises known as:

_____, Washington, DC _____

This lease begins on the _____ day of _____ 2013 and ends on the last day of _____ 2014. The rent for twelve (12) months totals _____ dollars (\$ _____ .00), payable in equal monthly installments of _____ dollars (\$ _____ .00) on the first of every month without deduction or demand, to the Landlord or Landlord's Agent (Landlord/Agent). If this lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of the said first month shall be pro rated; thereafter, rent shall be paid on the first of the month by personal check, money order or bank bill-pay — no cash. Current address must appear on all payments (bill-pay should use the address for the account). Regardless of the number of Tenants executing this Lease Agreement, all payments to the Landlord/Agent shall be by SINGLE CHECK. Each Tenant executing this lease is jointly and individually liable for such payments. The Tenant has been advised that rent increases for the premises are _____ regulated by the Rent Stabilization Program for the District of Columbia.

INITIAL PAYMENTS: a. On the date of lease signature, Tenant shall pay a security deposit of _____ dollars (\$ _____ .00) by cashier's check, money order, or bank wire to Yarmouth Management, plus any fees made out to the appropriate party.

b. It is understood and agreed that Tenant is to commence occupancy of the premises on the _____ day of _____ 2013. On or before this date, Tenant is to pay the first full month's rent of _____ dollars (\$ _____ .00) by cashier's check, money order, or bank wire to Yarmouth Management.

c. On the first day of the following month, _____ 2013, Tenant is to pay _____ dollars (\$ _____) — the daily rate of _____ dollars (\$ _____) times _____ days — as the pro rated payment through the last day of _____ 2013. This and subsequent payments shall be made by personal check, money order, or bank bill-pay—no cash.

RENT PAYMENTS/MAINTENANCE REQUESTS: All rent payments should be delivered to and requests for maintenance made to:

Yarmouth Management
309 7th Street, SE
Washington, DC 20003
(202) 547-3511
E-mail: Rent@YarmouthM.com

SERVICE CHARGES: A late charge of FIFTY DOLLARS (\$50.00) shall be assessed for any payment received AFTER CLOSE OF BUSINESS ON THE SEVENTH DAY OF THE MONTH. An additional late charge of FIVE DOLLARS (\$5.00) shall be assessed FOR EACH ADDITIONAL DAY LATE AFTER CLOSE OF BUSINESS ON

THE TENTH DAY OF THE MONTH. A service charge of **TWENTY-FIVE DOLLARS (\$25.00)** will be automatically made for each instance in which a CHECK IS RETURNED UNPAID BY THE TENANT'S BANK FOR ANY REASON. Landlord/Agent shall have the right to require rent payments to be made in cash, money order, or by cashier's/certified check.

LANDLORD AND TENANT DO HEREBY AGREE AND COVENANT AS FOLLOWS:

ACCEPTANCE OF THE PROPERTY: The Landlord/Agent will deliver the leased premises and all common areas in a clean, safe, and sanitary condition in substantial compliance with D.C. Housing Regulations. Tenant agrees that no other representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair, or improve the premises unless set forth specifically in writing under paragraph 26. *Additional Provisions* on page 7.

1. USES: The premises will be solely used for the purposes of a residence and shall be occupied by no more than _____ () person(s), including children. Tenant will not use the premises for any disorderly or unlawful purpose nor will he/she permit any act which will unreasonably interfere with the rights, quiet enjoyment, comforts, or convenience of other tenants or neighbors.

2. SECURITY DEPOSIT: Tenant has deposited with the Landlord/Agent the sum of _____ dollars (\$ _____ .00) which is to be held solely for the purpose of securing the Tenant's performance under this lease. This deposit may be applied to any unpaid bills or fees due and owing at the expiration of this agreement, any extension thereof or holding-over period or applied to any damages to the premises caused by Tenant, his/her family, guests, employees, tradespeople, or pets, or other expense suffered by the Landlord as a result of breach of any covenant of this lease. **TENANT MAY NOT UTILIZE THE SECURITY DEPOSIT AS RENT NOR MAY IT BE DEDUCTED FROM THE LAST MONTH'S RENT.** The Landlord/Agent acknowledges receipt of the security deposit which shall be deposited by the Landlord/Agent in an interest bearing escrow account in a financial institution in the District of Columbia established for the sole purpose of handling such deposits. Interest on this deposit shall accrue at the rate of **one half of one percent (0.5%)** per annum simple interest. Security deposit and accrued interest shall be paid to the Tenant(s) within forty-five (45) days after termination of the tenancy established under this agreement, during which time Landlord/Agent shall inspect the property for any damages or extraordinary wear as defined in paragraphs 5 and 17 of this lease. ***This period will begin ONLY after the property is FULLY vacated and ALL KEYS have been returned.*** In the event of a sale of the premises or the transfer or assignment of this lease, the Landlord/Agent shall have the right to transfer the security deposit to a new owner, transferee, or assignee, and shall be deemed released from all liability for the return of the deposit. Further, in the event of any rightful or permitted assignment of this lease by the Tenant, the deposit shall be deemed to be held by the Landlord/Agent as a deposit of the assignee and the Landlord/Agent shall have no further liability for the deposit to the original Tenant.

3. POSSESSION: If, on the date of this lease, another person is occupying the premises and Landlord/Agent is unable to deliver possession on or before the commencement of the term of this lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due shall be abated at the daily rate of _____ dollars (\$ _____) for each day that possession is postponed.

4. UTILITIES:

a. Utilities shall be paid by the Tenant as follows: WATER/SEWER _____ % plus GAS _____ % plus ELECTRICITY _____. Tenant shall make all the necessary deposits in connection with and pay all bills for the aforesaid utilities: Washington Gas-703-750-1000; PEPCO-202-833-7500; or other such companies to which both parties agree. Such utility charges shall be additional to rent chargeable as a condition of occupancy. Property will include at least one working telephone jack. Tenant shall pay for all telephone services, including any additional wiring and installation that may be necessary. Tenant agrees to pay any water/sewer bills in the percentage indicated above for the premises at the termination of the lease, extension or renewals thereof, based upon an actual reading of water/sewage service billing and shall provide access to meter for that purpose.

b. ____ Tenant shall be responsible for ____% of costs relating to monitoring of the security system. Tenant shall be responsible for any telephone installation and service required for monitoring system. **Tenant shall provide Landlord/Agent with entrance code and password for use in case of emergencies.**

c. Tenant shall use reasonable care in conservation of utilities not chargeable to the Tenant. Tenant will not bring into use any articles in the premises that will overload the gas, electric, or water capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to the Landlord.

d. Tenant shall obtain written approval from Landlord/Agent **prior to installation** of a new satellite dish or new wiring for telephone, DSL, or cable.

5. PETS: Tenant shall NOT keep pets on the premises.

OR

Permission to keep one ____ pound dog/cat named "_____" at the premises is hereby conditionally granted. Authorization can be denied at any time during this lease (or any extension thereof) if the above named pet is disturbing to neighbors in any way, or is found to be detrimental to the property itself. Determination will be made solely by the Landlord/Agent. Tenant also understands that a Three Hundred Dollar (\$300.00) pet deposit will be required before taking occupancy of the property. Determination to return said pet deposit will be made solely by the Landlord/Agent. Tenant also agrees to pay the cost of having the house professionally exterminated for fleas or ticks at the termination of occupancy, upon the request of the Landlord/Agent.

6. SMOKING: Tenant acknowledges that **NO SMOKING** is allowed at the premises.

7. KEYS: Tenant acknowledges the receipt of one full set of keys for each Tenant when first month's rent is paid. A charge of \$5.00 per key will be made for additional or duplicate keys. A charge of \$125.00 will be made for a change of lock. **Tenant must use ALL DOOR LOCKS at ALL TIMES and will be responsible for any cost of opening doors for which they carry no key.**

8. INSURANCE: Tenant will do nothing and permit nothing to be done on the premises which contravenes any fire insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire insurance policy, Tenant shall pay any such increase. All goods and personal property of every kind, in and upon the premises, shall be at the sole risk and hazard of the Tenant. **TENANT IS HEREBY URGED TO PURCHASE A RENTER'S INSURANCE POLICY FOR THE PURPOSE OF PROTECTING HIS/HER PERSONAL PROPERTY IN THE EVENT OF A FIRE, BURGLARY, FLOOD, OR OTHER OCCURRENCE THAT MIGHT RESULT IN A LOSS. Tenants are not covered by Landlord's insurance for any loss or damage to personal property belonging to Tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.**

9. DESTRUCTION: If the premises are rendered **TOTALLY** unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord/Agent decides to repair the same, such repairs shall be made by Landlord/Agent without unreasonable delay, and this lease shall remain in force and effect without any abatement of rent.

10. HOLD HARMLESS: Landlord and the Landlord's Agent will be held free and harmless for any and all loss, claim or damage by reason of accident, injury, and damage to any person or property (except for negligence on the part of Landlord/Agent) occurring on or about the leased premises.

11. ALTERATIONS: Without the prior written permission of the Landlord/Agent, Tenant will not remodel or make any structural changes, alterations, or additions to the premises; nor paper, paint, or decorate; nor install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerating or cooking units; nor add wireless internet, radio, or television antennae or satellite dishes; nor bring into use any articles in the premises that will overtax the floor load capacity thereof; nor overload the gas, electric, or water capacities thereof; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); nor change the existing locks of the premises. **If locks are changed by Tenant, copies for emergency use shall be provided to the Landlord/Agent within two (2) working days.**

12. MAINTENANCE: Tenant shall keep all parts of the premises, including equipment therein, in a state of good repair, order and condition and shall surrender the premises at the expiration of the term hereof in the **same good**

order in which they were received, reasonable wear and tear excepted. Tenant additionally covenants and agrees as follows:

- To comply with the responsibilities imposed on Tenant by the District of Columbia;
- to keep the premises which Tenant occupies and uses clean and sanitary;
- to dispose from Tenant's dwelling unit of all rubbish, garbage, and organic or flammable waste in a clean, safe, and sanitary manner;
- to keep all plumbing fixtures clean and sanitary;
- to properly use and operate all electrical, gas, plumbing, and heating and air conditioning fixtures and appliances;
- and not to permit any person on the premises with Tenant's permission to willfully or maliciously destroy, deface, damage or remove any part of the structure or dwelling unit or facilities, equipment, or appurtenances thereto, nor him/herself do any such thing.

Any municipal citation issued as the result of trash being put out at the wrong time, in the wrong place, or in the wrong container; lack of yard or sidewalk maintenance; or for any other related reason shall be the sole responsibility of the Tenant. See the move-in package for other maintenance advice.

Tenant shall provide for and be responsible for the following items:

INTERIOR:

a. All window treatments, blinds, shades, etc., unless otherwise specified.

b. The replacement of light bulbs and fuses and resetting of circuit breakers.

c. Checking forced air furnace and central and/or window air conditioning filters **monthly** and replacing or cleaning filters as necessary to prevent damage and improve efficiency. Any repairs resulting from clogged filters will be the Tenant's responsibility.

d. Proper care and cleaning of carpeting, if any, and proper care and cleaning of any wooden floors; and cleaning and dusting of the premises regularly, particularly the kitchen and bathrooms.

e. TESTING THE SMOKE DETECTOR(S) monthly and reporting all malfunctions to the Landlord/Agent

initial immediately. Tenant acknowledges that, at the commencement of this lease, Tenant will test the smoke detectors and notify Landlord/Agent immediately in writing of any problem, defect, malfunction, or failure of the smoke detector(s). Within seven (7) days of receipt of initial or any subsequent written notification, Landlord/Agent shall repair or replace the smoke detector(s). Tenant agrees to replace smoke detector batteries (if any) at any time the existing battery becomes unserviceable. Tenant further acknowledges and agrees that the Landlord/Agent is not the operator, manufacturer, distributor, retailer or supplier of smoke detectors. Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with, or in any way related to the operation or maintenance of the smoke detectors.

f. Properly maintaining garbage disposal, assuring that **cold water is always operated simultaneously** and that only appropriate items are placed inside. **Cost of repair after misuse, as determined by a licensed plumber, shall be Tenant's responsibility.** See move-in packet for proper use.

g. Properly maintaining dishwasher, clothes washer, and dryer, if any. Maintenance shall include, but not be limited to, the use of automatic dishwasher detergent **only** in the dishwasher, and **cleaning of lint filter EACH AND EVERY TIME** the clothes dryer is used. Lint in dryer ducts can cause fires. See move-in packet for other appliance maintenance suggestions.

h. Keeping toilets, drains, sinks, and all other plumbing fixtures free of stoppage. Tenant is responsible for initial treatment of stoppage with a plunger. **TENANT SHALL NOT USE ANY CHEMICAL DRAIN CLEANER AT ANY TIME (i.e. Drano or Liquid Plumb).** Tenant shall be responsible for **ANY** stoppage resulting from the disposal of items such as excessive tissue, paper napkins, paper towels, sanitary products, diapers, or any other objects deemed by a registered plumber to be inappropriate for disposal in this manner.

i. Any exterminating for mice, roaches, water bugs, ants, or other vermin in buildings comprising fewer than three units commencing one month after Tenant moves into the property.

j. Covering seventy-five percent of all floor area by carpets or other suitable sound-deadening floor covering. This clause does not apply to premises with no other living units beneath.

k. Removing any visible moisture accumulation in or on the premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mopping up spills and thoroughly drying affected areas as soon as possible after occurrence; using exhaust fans in kitchen and bathrooms when necessary; using a shower curtain or door at all times to keep the floor by the shower and tub dry; and keeping climate and moisture in the premises at reasonable levels.

l. Notifying Landlord/Agent promptly in writing of the following conditions:

- (i). Any running toilet, water leak, excessive moisture, or standing water inside the premises or in common areas;
- (ii). Mold growth in or on the premises that persists after Tenant has tried several times to remove it with household cleaning solution or a combination of water and bleach.
- (iii). A malfunction in any part of the heating, air-conditioning, or ventilation system in the premises.
- (iv). Any loose plaster or peeling paint.

INTERIOR & EXTERIOR:

m. Insuring that heat stays on at all times during the winter. Damage caused by bursting pipes (including damage to pipes and any water damage) from failure to maintain heat or to **shut off water to exterior faucets in cold weather** shall be the responsibility of the tenant.

n. Removing trash from the premises on a regular basis and placing it in suitable **COVERED** containers, supplied by the Tenant. Tenant will abide by all local laws and regulations concerning the separation, special pick-up and removal of recyclables.

EXTERIOR:

o. For properties with use of outside space, keeping trimmed and cut any lawn, trees, vines, plants, shrubbery and gardens, and preserving them in good condition. **This property includes ___ outside space.**

p. Promptly removing leaves, ice, and snow as necessary from walks, steps, and public walkways in front of the property (provided that the property comprises fewer than three units).

q. Keeping exterior drains and ground-level downspout openings cleaned and cleared of leaves and other debris. **Tenant shall clear drains regularly and check them during rains to assure they remain clear.**

13. REPAIRS: Landlord/Agent will make repairs with all due haste upon receipt of notice from Tenant of any defect, problems, or needed repairs, Tenant will be contacted by a contractor to schedule repairs. **ANY REPAIRS OR REPLACEMENTS OF THE PROPERTY, EQUIPMENT, OR APPLIANCES NECESSARY DUE TO ACTS OF COMMISSION OR OMISSION OF TENANT, HIS FAMILY, GUESTS, EMPLOYEES, OR PETS, SHALL BE PAID BY THE TENANT.** Determination of whether any such repair or replacement is due to normal wear and tear or due to acts of commission or omission by Tenant, his family, guests, employees, or pets, shall be made by a qualified professional, selected by the Landlord/Agent, who is familiar with the maintenance or repair of the property, equipment, or appliances in question. Any repair or replacement such as might fall under normal maintenance listed in paragraph 12 above shall be the responsibility of the Tenant regardless of cause (unless caused by the negligence of the Landlord/Agent or their employees). Any unauthorized repairs shall be at Tenant's expense and liability and shall be a material breach of this lease by Tenant. Tenant shall promptly notify Landlord/Agent of any defect, problems, or needed repairs with respect to the premises, but shall not order such repairs on or about the premises without prior written approval from the Landlord/Agent. Tenant hereby expressly agrees to limit or restrict any activity on the premises which could cause further damage or injury as a result of such defect, problem, or needed repair, until such time as proper corrective action can be taken. In the event any repairs are performed by Tenant without Landlord/Agent's verbal or written authorization, Tenant hereby warrants that such activity will be undertaken only if the person performing such repair is competent and qualified to perform it, assuring that the work done is safe and meets all applicable codes and statutes. Tenant warrants that he/she will be accountable for any mishaps, injuries or accidents resulting from such work Tenant performs or causes to be performed by others, and that Tenant will hold the Landlord of the property and the Landlord's Agents free of liability, harm, litigation or claims of Tenant or other persons. **Under no circumstances is the cost of said repairs to be deducted from any installment of rent.**

14. PROHIBITIONS: a. Tenant will not place any heavy articles in the premises without the written consent of Landlord/Agent. No items or equipment of any nature, including bicycles, motor bikes, and/or motorcycles, will be housed in front of the premises, on porches or patios, in public halls, stairways, corridors or fire escapes. Also nothing is to be placed in the windows, upon ledges, balconies, or balcony rails.

b. In accordance with fire regulations stated in D.C. Act 8-281, no grill (charcoal burner, portable gas stove, propane stove, or barbeque pit) shall be operated within 10 feet of any dwelling or on the balcony of any dwelling.

c. Tenant may not store materials—especially flammable—in the same location as the water heater or heating system (furnace/boiler). Tenant shall also keep area around this equipment open to assure full air flow.

15. LEASE EXPIRATION: After the expiration of the term of this lease, if Tenant remains in possession, the tenancy shall be deemed to be a month-to-month tenancy and the Tenant agrees to pay the same monthly rent as was due on the last month of the term of this lease or an increased monthly rent for which the Landlord/Agent has provided Tenant written notice not less than 30 days in advance of the rent due date. The Tenant shall keep and fulfill all other conditions, covenants, and terms of this lease agreement throughout the month-to-month tenancy. In so continuing, the Landlord/Agent reserves the right to renegotiate new terms and conditions at any time.

16. NOTICE OF LEASE TERMINATION: At the conclusion of this lease or any subsequent leases, Tenant may terminate his/her tenancy by notifying Landlord/Agent **IN WRITING not less than thirty (30) calendar days in advance of his/her departure. This notice must be given as of the FIRST DAY OF THE MONTH; i.e. if you are moving out any day other than the last day of the month, you must give MORE than 30 days notice.** Tenant's failure to give such notice shall result in the Tenant's liability for payment of the rent after Tenant vacates the premises, such vacancy to constitute constructive notice to the Landlord/Agent.

17. SURRENDER: Tenant will, upon termination of this lease or any extension thereof, surrender the premises and all its fixtures and equipment belonging to the Landlord/Agent in good, clean, operating condition, ordinary wear and tear excepted. Tenant agrees to pay the cost of (a) any labor over and above that usually required for normal cleaning of the stove, refrigerator, kitchen, bathroom, or other parts of the unit; (b) for the removal of trash or other property left or abandoned on the premises; (c) the extra cost of painting and redecorating the unit resulting from general abuse by the Tenant, removal of wallpaper or paint installed by the Tenant, or any other such action of Tenant which requires more than normal repainting or redecorating; (d) the cost of repairing or replacing any portion of the premises or property of the Landlord/Agent placed thereon which may be injured, defaced, destroyed, removed, or altered in any manner. Upon vacating the premises, Tenant shall **deliver all keys to the Landlord/Agent within twenty-four (24) hours** after vacating. Failure to comply will be cause Landlord/Agent to charge Tenant for changing locks.

18. INSPECTION: Landlord/Agent may enter the premises during reasonable hours and with proper notice to examine the same, to make necessary repairs, to exhibit to others, and to protect the property from damage. During the last sixty (60) days of the term of this lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons and to place a "for rent" or "for sale" sign thereon.

19. EARLY CONCLUSION OR ASSIGNMENT OF LEASE: Tenant is responsible for all terms and conditions of this lease **for its full duration** and any continuation thereof. Therefore, Tenant shall not assign this lease or sublet the premises, or any portion thereof, or permit possession or occupancy thereof by any other person(s) without **prior WRITTEN** consent of the Landlord/Agent at the Landlord's sole and absolute discretion. If Landlord/Agent gives consent for early conclusion or assignment of lease, Tenant shall be responsible for paying **any fees** specified by Landlord/Agent, including **paying any rent** until property is re-occupied.

20. ABANDONMENT: If Tenant abandons, quits, or vacates the premises, voluntarily or involuntarily, without the written consent of the Landlord/Agent, Tenant shall remain liable for all loss of rents to the end of the term of this agreement. The Landlord may re-rent the premises, and in the event of such re-renting, expenses incident to re-rental, as well as any costs and damages sustained due to Tenant's use and occupation of premises shall be borne by Tenant.

21. DEFAULT: If Tenant fails to pay rent as scheduled or violates any other conditions of this lease, then this lease may be terminated at the option of the Landlord/Agent. In such cases this lease will operate as a **NOTICE TO QUIT**, any notice to quit as required by law being hereby expressly waived. The application submitted by

Tenant shall constitute an integral part of this lease. Any misrepresentations made in the application submitted shall constitute a default under this lease and shall be grounds for termination hereof. In such case, the Landlord/Agent may proceed to recover possession of the premises without a demand for rent or possession under and by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant. Tenant agrees to remain answerable for all damages or loss of rent resulting from such re-entry, and Landlord reserves full power to re-rent premises for his own benefit. In the event legal action to recover possession or for unpaid rent is necessary, Landlord shall recover the costs of such action, including a reasonable attorney's fee.

22. CREDIT CLAUSE/APPLICATION: The Tenant has authorized the Agent to order and obtain a Consumer Credit Report from a consumer reporting agency to be used in connection with the execution of this lease. The Tenant hereby also authorizes the Agent to disclose to the Landlord or any other party directly involved, the credit information provided to the Agent by such consumer reporting agency or by the Tenant.

23. MULTI-FAMILY/CONDOMINIUM ADDENDUM: Where this lease applies to a multi-family dwelling or the law requires a condominium provision, an appropriate addendum is attached hereto and made a part of this lease.

24. AGENCY: The Landlord recognizes and designates Yarmouth Management Company as negotiator of this lease for the Landlord.

25. WAIVER CLAUSE: The waiver of one condition of this lease does not waive or in any other manner affect other conditions of this lease or subsequent breaches of the same condition.

26. ADDITIONAL PROVISIONS:

a. This lease shall be binding upon and inure to the benefit of the parties thereto, their respective heirs, executors, administrators, successors, and assigns.

b. This lease contains the final and entire agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained.

c. Additional or special provisions in the attached addendum bearing the signatures of all parties concerned are hereby made a part of this contract.

d. Tenant hereby acknowledges receipt of a copy of the D.C. Housing Regulations, sections 300-399.

e. _____

f. _____

27. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

This property: _____ was constructed prior to 1978; _____ was constructed in 1978 or later

For properties built before 1978:

Landlord's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

initial, [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

then

check

one

[] Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Landlord (check one below):

initial, [] Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

then

check

one

[] Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance. Agent has provided the Tenant with required lead information and copies of the Landlord Tenant regulations.

Certification of Accuracy

The following parties have reviewed the information on all pages above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

WITNESS the following signatures on the day and year first appearing above:

The undersigned do hereby acknowledge disclosure that Yarmouth Management Company represents the Landlord in this transaction.

LANDLORD/DATE:

TENANT/DATE:

LANDLORD/DATE:

TENANT/DATE:

BY:

TENANT/DATE:

Yarmouth Management Company

TENANT/DATE:

28. DISTRICT OF COLUMBIA LEAD DISCLOSURE FORM

Federal Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

_____, Washington, DC _____

The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of (Insert Full Address of Property)

_____, Washington, DC _____

and affirm that the following answers state what I reasonably know about my property.

CHECK ONE BOX UNDER A, B, AND C, BELOW.

A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint at this property):

☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

☐ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

NOTE: The following definitions must be followed to comply with District law.

DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD: "Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

DEFINITION OF PRESUMED LEAD-BASED PAINT: "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

☐ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:

☐ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

NAME OF OWNER/OWNER'S AUTHORIZED AGENT

DATE



GOVERNMENT OF THE
DISTRICT OF COLUMBIA



ACKNOWLEDGMENT FORM

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
and/or Pending Government Actions

ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:
_____, Washington, DC _____

Lessee's Acknowledgment

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): _____

☐ I confirm that I have received the pamphlet, Protect Your Family From Lead in Your Home, and that I received it on (insert date): _____

Lessee's Signature

Date

Agent's Acknowledgment

☐ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

Agent's Signature

Date